



1955

Discharge and Discipline Cases in Labor Arbitration in the Post World War II Period, September I, 1945- August 31, 1954

Frank Henry Caruk
Loyola University Chicago

Recommended Citation

Caruk, Frank Henry, "Discharge and Discipline Cases in Labor Arbitration in the Post World War II Period, September I, 1945- August 31, 1954" (1955). *Master's Theses*. Paper 936.
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DISCHARGE AND DISCIPLINE CASES IN LABOR ARBITRATION
IN THE POST WORLD WAR II PERIOD
SEPTEMBER 1, 1945-AUGUST 31, 1954

by
FRANK H. CARUK

A Thesis Submitted to the Faculty of the Institute of Social
and Industrial Relations of Loyola University in Partial
Fulfillment of the Requirements for the Degree
of Master of Social and Industrial
Relations

June
1955

LIFE

Frank Henry Caruk was born in Chicago, Illinois on May 14, 1923.

From September, 1941 to December, 1945 the author served in the Infantry and Transportation Corps of the United States Army. His Overseas assignment was in the European Theatre of Operations.

In order to complete his interrupted high school program, the author attended the Accelerated Program for Veterans and was graduated from Carl Schurz High School in August, 1946 and in February, 1951 graduated from Loyola University with the degree of Bachelor of Science in Commerce.

He began his graduate studies in the Institute of Social and Industrial Relations, Loyola University in September, 1953.

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CHAPTER I

INTRODUCTION

Collective bargaining agreements are no guarantee of peaceful relations. Unions and management have felt increasingly that labor-management relations can be improved, if, after a collective bargaining agreement is signed, there is an accepted manner of resolving disputes which may arise. Clearly, disagreements arising from the existing relationship can be most efficiently and equitably handled if well-defined procedures are established to facilitate settlement by the parties.

Typical grievance procedures which are established in small factories usually involve the steward and foreman first, and, if they fail, the business agent and manager or owner attempt to settle the dispute. Only if the other two attempts fail, does it go to arbitration. In large plants additional steps are usually provided. For example, higher supervision attempts to settle the grievance, or committees of union members and management take the case. If this fails, and the question is one on which an arbitrator is authorized to rule, then, it goes before arbitration.

The arbitration of labor disputes, of course, involves certain unique elements. For instance, unlike the mediator or

conciliator who attempt to persuade the parties to settle or compromise the dispute, the arbitrator's primary function is to determine the issues before him. Generally, he is further limited to the interpretation and application of the terms of the collective bargaining agreement to a specific set of facts. It is this theory of the nature of the arbitrator's role which presents difficulties in the handling of grievances involving discharges and other disciplinary action. Another distinctive feature of the arbitrator is that he may be either temporary, that is, designated only for a single case or for a specific group of cases, or he may be a permanent arbitrator with a specific tenure of office. A third alternative is a tripartite board of arbitration which is made up of at least one representative of each party to the contract and a third member who is called the impartial chairman.

Under most collective bargaining agreements, if an employee is disciplined or discharged, and he feels he was treated unfairly, he may file a grievance claim. Not many companies and unions, however, attempt to spell out in their contracts the specific reasons to justify a discharge or principles to be applied in discipline cases.

Of the various discipline issues up for arbitration the most common are those resolved by discharge. The union tends to press discharge cases to arbitration more often than other lesser forms of discipline, since one of the more important benefits the union

obtained for its members is protection against dismissal, except for just and sufficient cause. As a matter of fact, most collective bargaining agreements prohibit discharge without cause. Some call for first offense warnings on the theory that it is better to reform a worker, if possible, than to lose him. An increasing number of contracts provide a period of suspension before discharge. A written notice giving the exact reason for the discharge is often required.

Discharge is the most severe form of penalty imposed by management. All the rights and benefits an employee accumulates over the years of service with his company, seniority rights, upgrading to higher rated jobs, vacation rights, and health, welfare and pension benefits are lost upon discharge. Demotion is less severe than discharge but a more severe disciplinary action than suspension. Courts have held that the notification of an employee, by act or deed, that his services are no longer required, operates as a discharge. Presumably, a "discharge" of an employee means that the employer no longer needs or desires an employee's services. A most troublesome aspect of the discharge problem concerns a dispute as to whether an employee was discharged or resigned voluntarily. The Bureau of Labor Statistics defines a "quit" as a termination of employment "generally initiated by the employee" because of a desire to leave¹ When the

¹Bureau of Labor Statistics, Handbook of Labor Statistics, Washington, 1942, p. 529.

dispute arises, it is necessary to determine the matter of the employee's intent, and also perhaps of the employer. If an employee announces his resignation and leaves his job, he has done just about all he possibly can do to quit, since he has declared his intention by word and deed. Such an action commonly occurs during the heat of an argument with the employer or supervisory employee, and upon reflection, the employee may decide he has acted hastily, change his mind, and demand his job back.

It is the borderline cases with which the arbitrator has to deal, the varying interpretations of a single set of facts, the pleas of extenuating circumstances, and the distinctions between letter and spirit. Generally, an arbitrator will sustain an employer's action when it is shown to have been necessary to maintain discipline in the plant, but he will order reinstatement with full privileges and back pay if the discharge was arbitrary, unreasonable or unfair.

As the last step in the grievance procedure, arbitration is a necessary complement to a no-strike provision, otherwise the final say rests with one side only--management. Sometimes, however, unions and management attempt to avoid responsibility for direct settlements by "passing the buck" to the arbitrator. The effect on collective bargaining of such "buck passing" may be serious. Not only will there be delays in settlements which might have been avoided through direct negotiation, but also an

attitude of irresponsibility toward collective bargaining at the lower stages may develop.

BRIEF HISTORY OF LABOR ARBITRATION

Industrial arbitration, as distinct from mediation, conciliation and other pacificatory processes, and from commercial arbitration, is here used to mean the adjudication of disputes or differences between management and labor, voluntarily submitted by the parties to judges of their own choice for final decision.

While evidence of arbitration appears early in American labor history, its most significant developments have come since 1900, and since the New Deal era it has assumed a steadily increasing importance.

In 1865, a dispute between iron puddlers and employers in Pittsburgh was settled by arbitration,² and five years later the workers in the shoe industry at Lynn, Massachusetts arbitrated their grievances.³ Records of the labor movement, however, show remarkably few examples, on its part, of refusal to accept voluntary arbitration as contrasted to compulsory arbitration.

There followed scattered attempts at arbitration, some successful, some resulting in failure; it was only when labor and

²"Results of Arbitration Cases Involving Wages and Hours, 1865-1929," Monthly Labor Review, XXIX, November, 1929, 1054.

³Ibid.

management met on more equal terms after the turn of the 20th century that arbitration played a really important role in industrial affairs.

A resolution of the International Typographical Union, passed at its convention in 1871, paved the way to the conclusion of an arbitration agreement in 1901 between the union and the American Newspaper Publishers' Association, the essential provisions of which are still in effect.⁴ At about the same time the International Printing Pressmen's Union entered into a contract with the Publishers' Association. Arbitration agreements between the stereotypers and photoengravers and the publishers have also contributed to a remarkable record of arbitration in this field.

The men's clothing industry, once one of the most chaotic and strike-torn in the United States, has been free of strikes since 1921, when the Union (Amalgamated Clothing Workers of America) and the association of employers concluded an arbitration agreement which has made the industry a model in employer-employee relations.⁵

Two other important dates stand out in the history of industrial arbitration: 1903, when through the intervention of President Theodore Roosevelt, an arbitration board was set up

⁴Eli L. Oliver, "Arbitration of Labor Disputes," University of Pennsylvania Law Review, LXXXIII, December 1934, 213.

⁵Ibid.

in the Pennsylvania anthracite coal strike⁶ and 1910, when the garment trades set up an impartial chairmanship in the well-known Hart, Schaffner and Marx Chicago agreement⁷

With the enactment of the National Labor Relations Act and the several State labor relations acts, collective bargaining was not only required, but rapidly gained voluntary acceptance by some realistic employers as a necessary technique in the administration of labor relations. Thus, most of the agreements between management and labor which resulted contained provisions for the settlement of grievances and arbitration of disputes arising out of the contracts or relating to their interpretation.

OBJECTIVES OF THESIS

Discharge for cause is a good issue for analysis. In a number of fairly standard forms it is widely prevalent, generally has broad meaning, and occasions a large percentage of arbitration awards. Arbitration awards display diversity, because they stem from the interpretations made by a number of independent arbitrators of the contract of independent sets of parties. If arbitrators decide differently under different contracts, even when the language and relevant facts at issue are identical, there is no essential difficulty. In any one case in which an employer and

⁶"Results of Arbitration Cases," Monthly Labor Review, XXIX, 1056.

⁷Oliver, "Arbitration of Labor Disputes," U. of Pa. L. R., LXXXIII, 214.

a union write a contract, it is not only the contract that may be distinctive, but also the parties'-understanding of what it means.

The type of arbitration discussed in this study involves disputes over grievances arising under existing agreements, rather than with the terms of new agreements. As a matter of fact, this is a study of the published cases of disciplinary action imposed by management. It will include only disputes referred to arbitration during the period from September, 1945 through August, 1954 and will be limited to industrial arbitration within the United States.

As a whole then, this thesis is primarily an account of rules and principles applied by the arbitrator. It is not intended to emphasize precedent but rather to offer relevant experience.

PROCEDURE TO BE FOLLOWED

The first chapter introduces the problem and presents a brief history of the development of industrial arbitration and the method of study.

The second chapter deals with the rights and responsibilities of management, of employees, and with the responsibilities of the union.

The third chapter treats of employee action which justified penalties with rules and principles applied by the arbitrator as to the reasonableness of the penalty.

Penalties imposed for other causes will be treated in the fourth chapter. As in the preceeding chapter, the reasoning of the arbitrators is emphasized.

The fifth chapter presents the major arguments for imposing discipline, and the various factors which may be involved in fixing a penalty and contains the conclusions of the writer. The conclusions are in accordance with the objectives of this thesis and include a summary of the data presented.

METHOD OF STUDY

Research was the method exclusively employed in the compilation of this thesis. For this purpose, popular, professional, governmental and legal books and periodicals were consulted.

The time period selected for analysis, 1945 to 1954 was based on the following considerations: (1) Prior to World War II, arbitration proceedings were first prominently utilized only briefly after the passage of the National Labor Relations Act (The Wagner Act) of 1935 which gave real impetus to collective bargaining. (2) With the entry of the United States into the War private arbitration was almost completely dormant, because federal agencies replaced it with compulsory submission to the War Labor Board. (3) Recourse to arbitration was given renewed impetus only after hostilities ended in 1945. A salient spur was the passage of the Labor Management Relations Act (The Taft-Hartley Act) of 1947 which included the provision that the Labor representative must also bargain collectively in good faith.

Sources for the survey of arbitration cases were the Labor Arbitration Reports published by the Bureau of National Affairs, and the American Labor Arbitration Awards published as a section of the Prentice-Hall Labor Equipment series.⁸

⁸Bureau of National Affairs, Labor Arbitration Reports, I-XXII, Washington, D. C., 1946--; cited in footnotes by volume number and "LA" for Labor Arbitration Reports, followed by the page reference; Prentice-Hall, American Labor Arbitration Awards, I-V, Labor Equipment Series, V, New York, 1946--. These awards are published first in Volume V of the Labor Equipment Series, and afterwards bound in the American Labor Arbitration Awards. These will be cited in footnotes by volume number, and "ALAA" followed by the paragraph reference.

CHAPTER II

RIGHTS AND RESPONSIBILITIES OF THE PARTIES

Present day labor-management relationships are based on a pattern of rights and responsibilities beyond those required by the law. Thus, management has a right to discipline, but it must observe certain proprieties in the exercise of that right. The employee's rights are the converse of management's responsibilities. Included in the employee's responsibilities is the observance of plant rules and the performance of his job with the care and competence required by management. The responsibilities of the union are generally non-interference with production by strike activity or other means in violation of the contract.

MANAGEMENT RIGHTS AND RESPONSIBILITIES

The principal rights and responsibilities of management are to exercise administrative initiative, to insure uninterrupted production and efficiency of production, to preserve its investment and profit, to maintain its competitive position, to maintain plant rules and employee discipline and to preserve the security of its enterprise. Management ordinarily has the exclusive right to decide on the disciplining of employees. In

the exercise of its authority to discipline employees,' however, management must observe certain proprieties, that is, severe discipline may not be imposed when the employee had no warning of, or could not be expected to have knowledge of, the consequences of his improper action. Management also sets safety rules for the protection of workers and property and establishes other rules pertaining to production. To insure observance of company rules and policies it is management's responsibility to inform employees of the rules affecting them.

Collective bargaining agreements provide a variety of management right clauses in that the employer may have the right to direct and control his employees, including the discharge of any employee for cause and that the employer's decision in such matters may not be subject to contest or review. That the employer may not act arbitrarily in his right to discharge is another variation in some collective bargaining agreements. On the other hand, it may be that the agreement may be altogether silent on the question of the employer's right to discipline.

Generally, the collective bargaining agreements do provide that the matter of discharge and discipline for cause, and the maintenance of discipline and efficiency are the sole responsibility of management. The responsibility of management to notify the union of any discharge or discipline action against one of the union's members is spelled out or simply inferred in the agreement.

EMPLOYEE'S RIGHTS AND RESPONSIBILITIES

An employee's rights are, of course, the counterpart of the company's obligations. He has a right to be forewarned of company standards and penalties. He has a right to be treated like other employees, and to be treated fairly. He has a duty to observe the recognized rules of plant behavior and must perform his job with the care and competence required by the employer. The employee is entitled to know the rules by means of bulletin boards throughout the plant or by the issuance of handbooks.

Collective bargaining agreements often provide that a specified period of service at the commencement of employment is a trial period, or that an employee does not achieve regular status until he has worked for a specified time. During this trial period, he may be discharged at the complete discretion of the employer. Therefore, the employer is the sole judge of an employee's qualifications, manner or other characteristics. The retention of an employee beyond the trial period or beyond the specified period of "extra" status automatically brings him under the protection of the discharge clauses in the agreement. The clause is not nullified simply because the employer is of the opinion in any particular case that the specified period is insufficient to determine the qualifications of an employee.

Not all contracts have trial period provisions. When no trial period has been established, the employer does not have

the unrestricted right to discharge at the beginning of employment. Any discharge would have to be for cause, and the "cause" would presumably be the same for a new employee as for one with long service. But from the employer's point of view, a new employee may be given less consideration in the matter of discharge than employees of longer duration. Furthermore, an employer may claim that "cause" need not be as forceful during the several days immediately following the hiring as it must be subsequently.

As to any action other than discharge, however, the union employee during a trial period enjoys the same protection as do other employees, unless the contract provides otherwise. The union is his representative concerning other working conditions, and the trial period gives no license to the employer to employ a new worker on terms and conditions other than those provided for in the collective bargaining agreement.

UNION RESPONSIBILITIES

Unions are aware of the rights accorded them in the contract and also are generally aware of the responsibilities inherited as a result of that contract. But, because of the peculiar make-up of the union, it is influenced by considerations of group loyalty. Union responsibilities with regard to matters of discipline are generally those which relate to clauses forbidding union activity in the plant and strike activity in violation of the contract. The main principles involved in union rights are

the right to protest and appeal a discharge without "cause", to retroactive adjustment, to maintain employee job security, to preserve employee gains and benefits thus far received, to secure advances in employee economic conditions, to secure job opportunity and advancement for employees, to protect the civil rights of employees and to preserve its union security.

Collective bargaining relationships have witnessed occasions in which the union attempted to negotiate shop rules and penalties with management. Such attempts did not gain a firm foothold. If they did, the union would endanger its stated purpose of protecting the employees against arbitrary action on the part of the employer. By sharing management's disciplinary responsibility, the union would be without defense in its right to protest any disciplinary action taken by management on the ground that a discipline is either unfair, or unjust, or discriminatory, or lacks cause, or is too severe.

The shop steward occupies a unique position among employees in that he has further official responsibility above and beyond his responsibilities as a worker. He has a duty, as a union official, to the other union employees with whom he works. He is their spokesman and adviser, in the first instance, in matters concerning immediate shop problems which arise in the normal course of employment. It is the steward who acts as the initial intermediary between employee and management upon the occasion of a grievance. Moreover, he "polices" the contract and trans-

mits his observations of management violations to higher union officials for their attention and action.

Grievances are bound to arise in union and management relationships, but neither unions or management should provoke situations which result in grievances. Arbitrators have, on a number of occasions, emphasized or pointed out the responsibility of the union to resort to grievance machinery procedure rather than to an illegal strike.

CHAPTER III

EMPLOYEE ACTIONS WHICH JUSTIFIED PENALTIES

It is generally conceded, and the arbitrator will agree with the proposition, that management has the right to maintain discipline in the plant. However, in maintaining discipline, management should not be arbitrary, unreasonable or unfair. If the discharge appears to fall into any one of the listed categories, the arbitrator may order reinstatement without loss of seniority or wages.

IMPROPER WORK PERFORMANCE

Suitable competence in the performance of his assigned task is required of an employee. The failure of an employee to meet the standards of the job generally constitutes "just cause" for disciplinary action. In one representative case, the company discharged an employee for unsatisfactory work performance nine months after the hiring date. Evidence submitted by the company indicated that other employees objected to working with the dischargee, since he was too slow, and his work was below the expected standard. The arbitration board ruled that evidence of prior warning or other penalty short of discharge was immaterial and unnecessary, because no precedent had been esta-

blished by the company of giving written warnings or other disciplinary action before discharging employees for unsatisfactory work.¹ In two other cases where employees had received written warnings and reprimands and were then discharged, the union's contention that low production and poor workmanship were due to faulty instructions was rejected.² However, in a third situation where an employer failed to issue any prior reprimands but had notified the union of its intention to discharge an employee, the union acquiesced therein.³ The discharges were sustained in each of the above cases.

An example wherein the arbitrator ruled that discharge was not for just cause, followed an employee's assignment to different and unfamiliar work in his classification. Despite the employee's many errors, the arbitrator, considering the totality of the case, the radical change in the work assignment, personal and family problems and disagreeable relations with the foreman, held that those circumstances contributed materially to the

¹In re Fruehauf Trailer Co. and United Automobile Workers, Local 472 (CIO), 20 LA 854, (1953).

²In re Great Falls Bleachery and Dye Works and United Textile Workers of America, Local 127 (AFL), 15 LA 538 (1949); In re Kraft Foods Co. of Wisconsin and International Brotherhood of Teamsters, Local 446 (AFL), 15 LA 38, (1950).

³In re Schwayder Brothers, Inc. and International Fur and Leather Workers Union, Local 96 (CIO), 7 LA 552, (1947).

employee's inadequate work performance⁴ In a somewhat similar case, an employee was discharged for inability to perform all the functions of his job classification. But the evidence indicated that his failure stemmed from over-rapid upgrading during wartime. Ruling that the employer abused discretion in upgrading an employee who lacked the obvious qualifications and failed to meet peacetime standards, the arbitrator directed that the man should be reinstated with full seniority and back pay⁵

If an employee is given a fair trial on a job and his production record continues to be poor, the company may use that as just cause for the disciplinary action of demotion. A case in point is a company which demoted an employee for his poor performance. The arbitrator held that in the absence of extenuating circumstances, the company can demote an employee because of continuing failure to produce by a substantial margin the quantity specified for his job⁶ In another case an employee was demoted for incompetence four and one-half years after his promotion. Evidence showed that the employee's performance was

⁴In re Sperry Gyroscope Co., Inc. and United Electrical, Radio and Machinery Workers of America, Local 450 (CIO), 11 LA 552, (1948).

⁵In re The Federal Machine and Welder Co. and United Electrical, Radio and Machine Workers of America, Local 730 (CIO), 5 LA 60, (1946).

⁶In re Durham Hosiery Mills and American Federation of Hosiery Workers, Local 31-A, 6 ALAA 69606, (1954).

unsatisfactory and that the demotion was effected after the failure of repeated attempts by management to assist him in improving his work. The arbitrator held that the employer was justified in his action?

In a case similar to the one cited above, an employee was given a permanent demotion for turning out some faulty work and failing to heed management's verbal warnings. The arbitrator ruled that the demotion was not fair and equitable, because the employee had performed his job quite satisfactorily for 20 years. Circumstances included an evident possibility that the employee did not fully understand management's admonishments. The umpire ruled that a disciplinary suspension would have been an appropriate penalty and modified the company's action to reinstatement of the employee to his former job without back pay.⁸

Suspension is another form of disciplinary action which may be used in cases of incompetence not serious enough to warrant discharge. For example, an employee was given a six day disciplinary lay-off for causing excessive stoppages of machines by failure to supply them with material. Previously he had been warned that disciplinary action would follow if he did not

⁷In re E. I. Du Pont de Nemours and Co. and Textile Workers Union of America, Local 674 (CIO), 17 LA 580, (1951).

⁸In re Bethlehem Steel Co. and United Steelworkers of America (CIO), 9 LA 954, (1948).

improve his work. The employee had had numerous years of experience on the job and other employees doing the same type of work were establishing superior work records. The employer's action was sustained.⁹

NEGLIGENCE

A basic tenet of employee negligence for which discipline could be imposed is that the employee had not exercised "due care." "Due care" may best be described as that type of application and performance which a reasonable and cautious worker would give to the job in the situation. In one case a kiln-burner was discharged for gross negligence, because while in the process of closing down a kiln he had failed to take proper steps to reduce heat after the temperature in the kiln rose above the danger point with the result that serious damage was caused to the equipment. From the evidence presented, especially in view of two reprimands for sleeping on the job, the discharge for proper cause was upheld.¹⁰

⁹In re U. S. Rubber Co. and Textile Workers Union of America, Local 1800 (AFL), 6 ALAA 69539, (1954).

¹⁰In re Ideal Cement Co. and International Association of Machinists, District Lodge 159 (AFL), 21 LA 314, (1953); see also In re Standard Oil Co. (Indiana) and Central States Petroleum Union, Local 103 (Ind.), 14 LA 516, (1950), and In re Minneapolis and Suburban Bus Co. and Amalgamated Association of Street Electric Railway and Motor Coach Employees of America Division 1150 (AFL), 18 LA 198, (1952).

However, in a similar situation the penalty imposed for negligence was demotion. On two shifts within a two week period the employee failed to detect irregularities in tests maintaining the normal condition of company material so that spontaneous combustion resulted which caused damage to materials and endangered company property.¹¹

DELIBERATE SLOWDOWN OF PRODUCTION

Intentionally limiting production is a cause for imposing a penalty. In cases of slowdowns, the arbitrators generally sustain the disciplinary action imposed by management. It is recognized that deliberately restricting production is a serious offense. Many union-management bargaining contracts have, as a minimum, the simple statement that slowdowns will be a violation of the contract. A typical example is the case in which three employees were discharged by the employer for restricting production after a new method of performing the job was introduced; other employees were penalized only by a warning. From the facts presented, the particular employees who were discharged

¹¹In re Monsanto Chemical Co. and United Mine Workers of America, District 50 (Ind.), 12 LA 266, (1948). But see In re Boeing Airplane Co. and International Association of Machinists, Local 70 (AFL), 6 ALAA 69612 where the umpire ruled that the contract holds that management has the right to demote an employee for incompetence but that an employee cannot be disciplined for negligence in the form of demotion unless the contract actually provides for it.

had been disciplined twice previously for such an offense and the other employees had no past record of restricting production.¹²

IMPROPER JOB ATTITUDES

Managements' complaints in matters of discipline frequently include improper attitudes toward the job, such as insubordination, absenteeism, falsifying records relating to the job, refusal to perform reasonable assignments and irresponsibility.

INSUBORDINATION

Refusal of an employee to obey instructions or the use of abusive and threatening language to a supervisor are generally regarded as "just cause" for disciplinary action. The rules may be complicated by the many facts of the case. It may be that the employee refused to obey an order, because it was considered unreasonable or unfair or that the supervisor's provocation brought on the refusal. Circumstances that may further

¹²In re National Lock Co. and United Automobile Workers of America, Local 449 (CIO), 18 LA 449, (1952); see also In re The Timken Roller Bearing Co. and United Steelworkers of America, Golden Lodge No. 1123 (CIO), 14 LA 475, (1950), In re Chrysler Corp. and United Automobile Workers of America, Local 3 (CIO), 17 LA 814, (1952), and In re Vickers, Inc. and International Association of Machinists, Local 790 (AFL), 6 ALAA 69686, (1954), where the discharge was held justified in the case of an employee who feigned illness to avoid overtime work. It was held that the employee engaged in a one-man slowdown, and that such conduct constituted an invasion of management's right to direct its working force. But see In re Aluminum Cooking Utensil Co. and United Steelworkers of America, Local 302 (CIO), 5 LA 85, (1946). The employer's action of disciplinary suspension was held to be without cause under the contract based on the employer's misconception of factors responsible for low production.

complicate the disciplinary action are the good work record and the long service of an employee. In one case the employer's action was upheld in discharging an employee for refusing to obey a reasonable instruction. However, the arbitrator requested that the employer "consider" giving the employee another chance.¹³ Rather than flatly refuse to obey the stated request of management, according to some arbitrators, the employee should obey and refer his grievance to the contractual grievance machinery.¹⁴ However, an arbitrator ruled otherwise in a case in which an employee refused to obey his foreman's order to bale scrap. He had assumed that the foreman understood that he objected to doing the job, because of his allergy to dust and that he had always been excused from the operation in the past for that very reason. On the day in question, the employee refused, claiming that the job was dirty. The discharge was ruled not justified, since the danger to the employee's health was a valid excuse for declining to comply with the foreman's order.¹⁵

¹³In re Brookside Mills, Inc. and Textile Workers Union of America (CIO), 18 LA 849, (1952).

¹⁴In re National Machine Co. and Upholsterers' International Union, Local 25 (AFL), 5 LA 97, (1946).

¹⁵In re Western Insulated Wire Co. and United Electrical, Radio and Machine Workers of America, Local 1421, 5 ALAA 69193, (1952).

An example of provocation by a supervisor culminated in an employee's refusal to obey the foreman's order. Thereafter, abusive language was used and finally an assault with a high pressure water hose followed. It was held that the provocation contributed to the employee's misconduct. The employee was ordered reinstated but without back pay, because he was not truthful and repentant at the arbitration hearing.¹⁶

To measure the proper penalty for insubordination can be difficult as in the case in which an employee was suspended for three days because of failure to show proper respect for his labor leader. The discipline was held to be improper, because the evidence revealed that the employee did no more than strike a resentful pose and mutter inaudibly under his breath in response to directions from the labor leader. In this case the labor leader was a member of the bargaining unit and was acting in a supervisory capacity.¹⁷ In another case, an employee was given a three day layoff, because he made derogatory remarks about the foreman in the presence of other employees.¹⁸

¹⁶In re Reynolds Metals Co. and United Steelworkers of America, Local 333 (CIO), 17 LA 710, (1951).

¹⁷In re U. S. Steel Co. and United Steelworkers of America, Local 1013 (CIO), 5 ALAA 69171, (1952).

¹⁸In re Sperry Gyroscope Co., Inc. and United Electrical, Radio and Machine Workers of America, Local 450 (CIO), 7 LA 621, (1947); see also In re Marion Manufacturing Corp. and International Ladies Garment Workers Union, Maryland-Virginia District (AFL), 13 LA 616, (1949).

REFUSAL TO WORK

There may be no clear cut differentiation of refusal to work so that one negative act serves as insubordination and another does not. From the cases analyzed two separate divisions emerge. One includes disciplinary action which describes refusal to work as insubordination, and another makes no reference to insubordination. The evidence to be considered in these cases permits a wide range of discretion on the part of the arbitrator.

For instance, an employer was ruled to be in error in a discharge case. The employer failed to ascertain the reason for the employee's refusal to perform a certain drilling operation without a helper. The employer further failed to make clear to the employees the circumstances under which they were entitled to a helper. The employee was ordered reinstated without loss of seniority but without back pay.¹⁹ In another case, an employee with a thirty-seven year record of satisfactory service was entitled to compensation for all time lost as a result of his discharge. In this instance the employee was reluctant to accept an assignment from which he had previously been transferred upon medical advice.²⁰

¹⁹In re Tungsten Mining Corp. and United Stone and Allied Products Workers of America, Local 98 (CIO), 22 LA 570, (1954).

²⁰In re Ohio Steel Foundry Co. and United Automobile Workers of America, Local 975 (CIO), 7 LA 336, (1947).

In a different situation, an employer's action in giving a five day suspension to a maintenance worker for refusing to carry out the foreman's order to perform certain work on the home of a company employee was sustained by a three man impartial board. The employee, who happened to be the president of the plant union, refused on the ground that he had been advised by an outside union that such work should not be performed by members of his union. The three man impartial board sustained the disciplinary action for two reasons. One, the employee should have complied with the order and then could have appealed to the grievance procedure for relief. Secondly, the assigned work actually was a part of the employee's duties, because it had been a long established practice for employees to do minor out-of-plant jobs as a matter of courtesy and good will on the part of the company.²¹

REFUSAL TO WORK OVERTIME

Refusal to work overtime in an emergency is a reason for discipline. What may constitute an emergency and other factors have frequently been resolved in arbitration. An employer was considered to have properly discharged an employee who refused to report for work scheduled on Saturday because of his

²¹In re Morris Paper Mills and International Brotherhood of Pulp, Sulphite and Paper Mill Workers, Local 292 (AFL), LA 653, (1953).

religious belief. The action was sustained by the arbitrator, because the contract gave the employer the right to schedule Saturday work. The ruling further stated that employees have an obligation to report for work when so scheduled, and there was no evidence that refusal of work on Saturday for religious reasons had ever been condoned.²²

An interesting interpretation of the contract was given in another case in which a layoff of one week was reduced to one day. The arbitrator held that because the contract requires that time and one-half times the regular rate be paid for overtime it clearly assumes that overtime may be required periodically. The union contended, however, that the employee was not required to work overtime.²³

²²In re John Morrell and Co. and United Packinghouse Workers of America, Local 1 (CIO), 17 LA 280, (1951). But see In re Goodyear Tire and Rubber Co. of Alabama and United Rubber Workers of America, Local 12 (CIO), 1 LA 121, (1945), wherein an employee was awarded back pay for the period of the lay-off. It was held that the employee gave ample notice throughout the war emergency that he objected to Sunday work on religious grounds but worked Sundays during the war as a patriotic duty.

²³In re The Apponaug Co. and Textile Workers Union of America (CIO), 13 LA 231, (1949); see also In re National Folding Box Co. and United Paperworkers of America, Local 462 (CIO), 13 LA 269, (1949), wherein the contract provided for "reasonable overtime" and where it was held that a discharge was too severe a penalty to be imposed upon employees who had completed eight hours of overtime on Saturday. The arbitrator reasoned that no such right may be inferred from the clause involved and that the employees should do additional work scheduled for them, and In re The Duraloy Co. and United Steelworkers of America, Local 2810 (CIO), 13 LA 624, (1949) where the employer should have offered the overtime work in question to all senior employees as provided by the contract, before requiring the employee concerned to perform it. The arbitrator ruled that the employee was improperly suspended for his refusal.

In a somewhat exceptional case, an employee's discharge for refusing a Saturday work assignment was held to be not for just cause. The employee in question was working only a 30 hour weekly schedule and not a regular 40 hour schedule. Therefore, the employee was justified in assuming that Saturday work would not be required while he was on a reduced schedule.²⁴

ABSENTEEISM

A valid reason for disciplinary action is irregular attendance without justifiable explanation. The ultimate penalty of discharge is usually limited to chronic offenders or to employees who have been away for a period of time. An employer was held to be justified in discharging an employee who had a four year record of poor attendance despite several warnings.²⁵ In another case, the employer again was held to be justified in discharging an employee for chronic absenteeism extending over a period of one and one-half years. The arbitrator upheld the discharge despite the claim by the employee that the absences were due to personal hardships.²⁶

²⁴In re American Wood Products Corp. and International Brotherhood of Pulp, Sulphite and Paper Mill Workers (AFL), 17 LA 419, (1951).

²⁵In re Connecticut Power and International Brotherhood of Electrical Workers, Local 468 (AFL), 17 LA 745, (1952).

²⁶In re Hoffman Beverage Co. and International Brotherhood of Teamsters, Local 282 (AFL), 18 LA 869, (1952).

In a different case, excessive absenteeism was used as the reason for discharging an employee by an employer. The arbitrator ruled, however, that had the discharge been for consistent failure to notify the employer of an absence, which was a violation of a well known company rule, the discharge would have been upheld. But five days of unexcused absence over a nine month period cannot be regarded as excessive, and the employee was ordered reinstated with all seniority rights but without back pay.²⁷

The principle applied by the arbitrator in still another case, gave full consideration to the circumstances involved in a discharge under a contract clause providing that absences of seven consecutive days without satisfactory explanation shall break the seniority of an employee. The arbitrator ruled that the employee, found to be suffering from a mental illness necessitating a stay of almost three months in a mental hospital, was probably absent because of this mental illness. It thus constituted a satisfactory explanation for the absence, and the employee was reinstated with full seniority. Further, ruled the arbitrator, the fact that a discharge appeared reasonable and proper at the time it was made does not mean that it may not be

²⁷In re International Shoe Co. and United Shoe Workers of America, Local 56-A, 7 LA 941, (1947).

invalidated on the basis of new information.²⁸

TARDINESS

The surrounding circumstances in cases involving penalties imposed for tardiness are taken into account. The employee's record, number and kind of warnings received by him and the existence of extenuating circumstances are considered. In a representative case, a company was upheld in discharging a shop steward who had been tardy a great many times, both in reporting for work and in returning from lunch, in addition to other minor rule infractions. He had also been warned on eleven of these occasions and suspended without pay on another. While the rules violations taken singly would not have justified discharge, as a consistent pattern they became a menace to discipline, because the conduct was especially unbecoming a union steward, whom other employees regard as an example.²⁹

At times an employer may act arbitrarily. A truck driver who had never been guilty of misconduct or tardiness was discharged for being late a few minutes. He was tardy because of conditions beyond his control. Evidence further indicated that

²⁸In re Spaulding Fibre Co., Inc. and United Electrical, Radio and Machine Workers of America, Local 306 (Ind.), 21 LA 58, (1953).

²⁹In re Revlon Products Co. and Distributive, Processing and Office Workers of America, District 65 (CIO), 5 ALAA 69334 (1953).

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the extra man who was to take his truck had not left. The discharge was held to be "improper"³⁰.

FAISIFICATION OF WORK RECORD

The falsification of records relating to the job is generally regarded as justifying disciplinary measures. In one case, an employee received a ten day disciplinary layoff for obtaining additional pay on the basis of incorrect work reports,³¹ and in another case a company discharged two men who falsified their production records. There were no witnesses to the cheating, but the evidence supported by a production inventory and an "inscrutable recording machine" was held to be sufficient to justify the company in discharging the two employees.³²

Among the many other "just causes" for disciplinary action which give rise to arbitration cases are leaving post,³³ irresponsibility³⁴ and early quitting.³⁵

³⁰In re United Parcel Service, Inc. and International Brotherhood of Teamsters of America, Local 177 (AFL), 7 LA 292, (1947).

³¹In re Inland Steel Co. and United Steelworkers of America Local 1010 (CIO), 17 LA 544, (1951).

³²In re Pacific Hard Rubber Co. and United Rubber Workers of America, Local 141 (CIO), 5 ALAA 69099, (1952).

³³In re Haslett Compress Co. and International Longshoremen's Union, Local 6 (CIO), 7 LA 726, (1947).

³⁴In re Reynolds Mining Corp. and United Steelworkers of America (CIO), 15 LA 376, (1950).

³⁵In re U. S. Rubber Co. and Industrial Union of Marine Workers of America, Local 251 (CIO), 11 LA 305, (1948).

IMPROPER PERSONAL CONDUCT

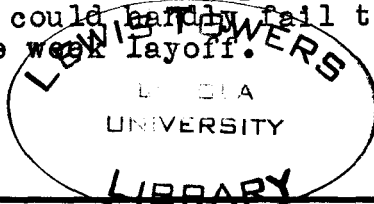
The personal conduct of employees during working hours and other actions which affect general morale and discipline is subject to company authority. This includes such categories as fighting, intoxication and gambling. These causes for discharge have come to be considered as "just" simply on the basis of the bare facts when administering discipline.

FIGHTING

Fighting on company property cannot be tolerated because of the danger to life and property, and the participants are subject to immediate discharge or discipline short of discharge. It is at all times an infraction of the rules of good conduct. It may further be an infraction of company rules. Discharge for fighting is almost always permitted as proper cause in contracts.³⁶

An arbitrator in one case ruled that the discharge of an employee with 29 years of service was justified. The employee lost his temper and assaulted his supervisor when he was questioned about hiding some work sheets. It was reasoned by the

³⁶ In Kennametal, Inc. and United Mine Workers of America, District 50, Local 13082 (Ind.), 19 LA 255, (1952); see also In re Kraft Foods Co. and International Brotherhood of Teamsters, Local 754 (AFL), 9 LA 397, (1947). But see In re Trane Co. and Federal Labor Union No. 18558 (AFL), 14 1039, (1950), where an incident between two women took place away from machinery and in a spot where others could hardly fail to intervene. Discharge was reduced to a one week layoff.



arbitrator that the only explanation was the employee's inherent disposition. The evidence of his prior disciplinary record indicated a tendency to "fly off the handle" and to resort to physical violence at the slightest provocation.³⁷ Another arbitrator reasoned that a company rule may not be construed to deny an employee the "well established right of reasonable self defense." The discharge was held to be improper.³⁸

An exception to the rule that a discharge is only held to be proper if an altercation occurs on company property is the Pet Milk case.³⁹ Here it was held that even though the incident occurred off company property, the employee was properly disciplined, because the incident was a result of management-employee relationship.

INTOXICATION

Intoxication has frequently been held to be a justifiable cause for discharge. However, the definitions of intoxication

³⁷In re Allegheny Ludlum Steel Corp. and United Steelworkers of America, Local 2478 (CIO), 22 LA 255, (1954); but see In re International Harvester Co. and United Automobile Workers of America, Local 57 (CIO), 21 LA 32 (1953), and In re Swift and Co. and United Packinghouse Workers of America, Local 28 (CIO), 11 LA 57, (1948), where long service employees were reinstated after discharge.

³⁸In re Consolidated Vultee Aircraft Corp. and International Association of Machinists, Lodge 776 (Ind.), 11 LA 152, (1948).

³⁹In re Pet Milk Co. and United Packinghouse Workers of America, Local 193 (CIO), 13 LA 551, (1949).

may vary. Intoxication to the extent of inability to perform properly the duties of a job or to do so with safety to self and others has been regarded unquestionably as a justifiable cause for discharge.⁴⁰ A discharge was modified to suspension in one case when the arbitrator considered the mitigating circumstances. On the day in question an employee reported for work, and the foreman not being present, he thought there would be no work available for him. The employee then left the plant, drank and then returned to the plant with the intention of changing clothes. The arbitrator considered discharge too severe a penalty in view of the circumstances.⁴¹

Other arbitrators have pointed out that appearances may be deceiving. Nervous or other physical conditions may cause an appearance of intoxication.⁴²

⁴⁰In re Owens-Corning Fibreglass Corp. and Textile Workers of America (CIO), 5 ALAA 69095 (1952); and see In re Pennsylvania Greyhound Lines, Inc. and Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, Div. 1098, 18 LA 671, (1952), and In re United Parcel Service, Inc. and International Brotherhood of Teamsters of America, Local 177 (AFL), 7 LA 292, (1947).

⁴¹In re Ethicon, Inc. and Textile Workers Union of America (CIO), 6 ALAA 69636, (1954); see also In re International Harvester Co. and Farm Equipment Workers, Local 236 (U.E.-Ind.), 6 ALAA 69674 where the arbitrator considered a discharge as too severe a penalty for a long service employee who was stopped at the plant gate for bringing in liquor but actually did not succeed in bringing it into the plant.

⁴²In re Brink's, Inc. and International Brotherhood of Teamsters of America, Local 249 (AFL), 19 LA 724, (1953); In re Griggs, Cooper and Co. and International Brotherhood of Teamsters of America, Local 503 (AFL), 11 LA 195, (1948).

In another case where there existed a possibility of danger to self and others as well as a potential loss of business for the company, it was held that because the employee did not expose himself before the public in an intoxicated state the discharge was commuted to a 60 day suspension.⁴³

LOAFING

Employer's actions in imposing penalties for loafing are usually sustained. In one case, two employees were discharged for "sleeping while on duty." It was held their action was the result of premeditated conduct for placing themselves in a position which would induce sleep.⁴⁴ An employee was discharged for going to the movies during working hours, in another case.⁴⁵

OTHER PERSONAL MISCONDUCT CASES

Gambling during working hours,⁴⁶ infractions of plant rules⁴⁷

⁴³In re Pennsylvania Greyhound Bus Co. and Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, Div. 1210 (AFL), 18 LA 400, (1952).

⁴⁴In re Phillips Chemical Co. and International Union of Operating Engineers, Local 351 (AFL), 22 LA 498, (1954); but see In re Rock Hill Printing and Finishing Co. and Textile Workers Union of America, Local 710 (CIO), 14 LA 153, (1949).

⁴⁵In re Coca-Cola Bottling Co. of N. Y., Inc. and International Brotherhood of Teamsters of America, Local 812 (AFL), 7 LA 236, (1947).

⁴⁶In re Raybestos-Manhattan, Inc. and Manhattan Rubber Workers Independent Union, 21 LA 788, (1954).

⁴⁷In re Standard Oil Co. of California and Independent Union of Petroleum Workers, 17 LA 589, (1951); see also In re Columbian Rope Co. and United Farm Equipment Workers, Local 184 (CIO), 7 LA 450, (1947); In re John Deere Tractor Co. and United Automobile Workers of America, Local 838 (CIO), 5 LA 534, (1946), and In re Reynolds Metals Co. and United Steelworkers of America, Local 3911, 9 LA 585, (1948).

stealing,⁴⁸ arrest for burglary⁴⁹ and sabotage⁵⁰ are other causes for disciplinary measures and the actions of the employers are generally sustained.

⁴⁸In re International Harvester Co. and United Farm Equipment Workers, Local 104 (U.E.-Ind.), 17 LA 334 (1951).

⁴⁹In re Swift and Co. and United Packinghouse Workers of America, Local 47 (CIO), 5 LA 702, (1946).

⁵⁰In re North American Aviation, Inc. and United Automobile Workers of America, Local 887 (CIO), 6 ALAA 69667, (1954).

CHAPTER IV

PENALTIES IMPOSED FOR OTHER CAUSES

Into this category of other causes are placed poor health, communism, illegal strike activity, union activity and racial prejudice. Except for illegal strike activity which is held to be proper cause for discharge, the arbitrator's decisions in the other cases will be substantiated by what appears to be the most compelling evidence.

POOR HEALTH

The problem of handicapped persons or persons with organic disease, such as epilepsy, both as a national problem and a problem of individual employers, is becoming increasingly acute. Unfortunately, in many plants people with certain handicaps or persons in poor health cannot work safely in many jobs. If management sincerely feels that an individual can no longer work safely in any available job, it is obliged by the rules of safety to dismiss that person.

An employee with extremely defective vision performing hazardous operations, was discharged by a company, and the action was sustained by the arbitrator.¹

¹ In re The Calorizing Co. and United Electrical Workers of America, Local 623 (Ind.), 6 ALAA 69628, (1954).

In another case, after fruitless attempts, to place an employee on other work, he was discharged. The employee who was a stock clerk had a heart condition which prevented him from working the required ten hour day and performing the occasionally strenuous duties of his job.²

The health condition of a person may be evident in most cases upon a medical examination. But this is not necessarily true of epilepsy. A person may not be known to be afflicted with epilepsy until an attack occurs. In one case, where the arbitrator apparently made a thorough study, the discharge of an employee, after what was believed to be an epileptic fit, was held not for just cause. The arbitrator reasoned that it was the first attack during four years of employment and that the attack was epileptic in nature was not established with certainty. The employee was ordered reinstated. The employer, however, retained the right to transfer the employee to another job because of health and safety factors.³

Because an employee's epilepsy was caused by an injury suffered on the job in the company's employ, an arbitrator

²In re Pacific Airmotive Corp. and International Association of Machinists, Lodge 727 (AFL), 5 ALAA 69343, (1953).

³In re Celanese Corp. and United Mine Workers, District 50 (Ind.), 17 LA 187, (1951).

recommended an employee to be reinstated with all rights.⁴ Discharges in two other cases involving epilepsy were held not justified, because, in one case, the employer made no attempt to place an employee in a safer occupation, although he had the right to remove him from his regular job which was hazardous.⁵ In the other case, evidence indicated the occupation was not hazardous.⁶

An employee was ordered reinstated when discharge for diabetes was held improper.⁷ However, in cases which would normally be considered less serious, discharges for an arthritic condition⁸ and for bronchial asthma⁹ were upheld.

An instance in which two employees were discharged for inability to work eight consecutive hours because of stomach

⁴In re P M Industries, Inc. and United Gas, Coke and Chemical Workers, Local 226 (CIO), 19 LA 506, (1952).

⁵In re American Brass Co. and International Union of Mine, Mill and Smelter Workers, Local 423 (Ind.), 20 LA 266, (1953).

⁶In re International Harvester Co. and Farm Equipment Workers, Local 109 (U.E.-Ind.), 15 LA 893, (1950).

⁷In re Barre Wool Combing Co. and Textile Workers Union of America (CIO), 15 LA 257, (1949); see also In re Linear, Inc. and United Rubber Workers, Local 273 (CIO), 14 LA 855, (1950).

⁸In re Campbell Soup Co. and United Packinghouse Workers of America, Local 80-a (CIO), 19 LA 604, (1952).

⁹In re Chrysler Corp. and United Automobile Workers, Local 51 (CIO), 14 LA 381, (1950).

disorders was rejected by the arbitrator. He ruled that the employees should be permitted to take a half hour lunch period in the middle of the shift and make up the lost time by working a half hour after the end of the shift.¹⁰

COMMUNISM

Time and circumstances have developed the theory that membership in the Communist Party has been held to be proper cause for discharge. With the phrases "poor security risk" and "Fifth Amendment" ever in the public's attention, an employer's reasoning may not be entirely clear on the matter. The ultimate decision has been left to the arbitrator in several cases where the employer discharged the person for communism. An employee was discharged as a "poor security risk" because he ran for public office on the Communist Party ticket, held office in the local Communist Party and declined to answer questions before a state Un-American Activities Commission regarding his beliefs or activities. The arbitrator held that the employer was entitled to discharge the employee, since retention of the employee could jeopardize the employer's business and reputation and cause dissension among other workers in the plant.¹¹ A linotype operator

¹⁰In re Rock Hill Printing and Finishing Co. and Textile Workers Union, Local 710 (CIO), 14 LA 153, (1949).

¹¹In re The Burt Mfg. Co. and United Steelworkers of America (CIO), 21 LA 532, (1953); see also In re Los Angeles Daily News and American Newspaper Guild (CIO), 19 LA 39, (1952).

who admittedly had been a member of the Communist Party, was discharged for substituting the word "fascism" for "freedom", in setting up the copy, and action was held to be for just cause.¹²

Another arbitrator decided that a discharge was not for just cause, when it was ordered, because the employee claimed the Fifth Amendment in refusing to testify before a state commission regarding Communist membership or activity, or because of damage to the company resulting from publicity given to the incident. The arbitrator held that the use of the Fifth Amendment is not an admission of guilt of a crime or anything else; that there was no evidence that the employee had engaged in disruptive activity in the plant or that his refusal to testify had an adverse effect on fellow workers; that the company failed to name a single person among its customers or business acquaintances who allegedly had discussed the matter; and that the company showed no connection between its failure to obtain defense contracts and the employee's action.¹³

ILLEGAL STRIKE ACTIVITY

Engaging in illegal strike activity generally gives the company the right to discharge. This is especially true of those

¹²In re Publishers' Association of New York City and International Typographical Union No. 6 AFL, 19 LA 40, (1952).

¹³In re J. H. Day Co., Inc. and United Electrical Workers, Amalgamated Local 766 (Ind.), 22 LA 751, (1954).

who are directly responsible for encouraging or leading a strike. Union officials whose responsibility it is to help maintain the agreement have been discharged when found encouraging or leading the strike as in most of the instances reported. Those participating in such strike activity are usually subject to disciplinary measures including discharge. A chairman of the grievance committee, attempting to force settlements of disputes, ignored the grievance procedure. For this action he was discharged, and the discharge was sustained.¹⁴ A discharge was also upheld when an employee participated in and was also the leader of a wildcat strike.¹⁵ Because it is a far greater offense for union officers than for rank and file members to participate in unauthorized work stoppages, an arbitrator upheld the discharges of a union president and the secretary-treasurer.¹⁶

One arbitrator held that by participating in an unauthorized strike in violation of the contract, employees automatically terminated their employment status with the company. The arbitrator

¹⁴In re Borg-Warner Corp. and Farm Equipment Workers, Local 139 (U.E.- Ind.), 22 LA 589, (1954).

¹⁵In re Bower Roller Bearing Co. and United Automobile Workers, Local 681 (CIO), 6 ALAA 69607, (1954); see also In re Fern Shoe Co. and United Shoe Workers of America, Local 122 (CIO), 14 LA 268, (1950).

¹⁶In re Skenandoa Rayon Corp. and Textile Workers Union of America, Local 20 (CIO), 21 421, (1953).

ruled that their reemployment is entirely within discretion of the management.¹⁷

UNION ACTIVITIES

Legitimate union activity is permitted but not to the extent that it may interfere with production. If it should, it may be at this point that union activity may be just cause for disciplinary action. An employee engaged in union activities during working hours, and his activities which included calling employees "scabs" interfered with production. His discharge was sustained by the arbitrator.¹⁸ But, the discharge of a union officer who engaged in union activities and who left the plant premises for about ten minutes on legitimate union activity was considered too severe a penalty by the arbitrator.¹⁹

RACIAL PREJUDICE

Various forms of fair employment laws have been enacted by cities and state legislatures on the ground that there is no justification for prejudice against race, color, creed and national origin.

¹⁷In re Interstate Plating Co. and United Construction Workers, Local 200 (AFL), 7 LA 583, (1947).

¹⁸In re Chattanooga Box and Lumber Co. and United Woodworkers of America, Local 1271 (CIO), 10 LA 260, (1948).

¹⁹In re Neon Products, Inc. and United Electrical Workers, Local 763 (CIO), 13 204, (1949).

Under the Walsh-Healy Act, employers who have a contract with the Federal Government to manufacture items for the government are prohibited from discriminating in the employment of personnel for their plants under threat of cancellation of the contract. In one case reported, the contract permitted the employer to demote an employee who did not perform his job in a satisfactory and efficient manner. The employer demoted a leadman who demonstrated personal prejudice against the Negro race. The arbitrator sustained the employer's action and held that such an incident occurring in the presence of the leadman's own group of employees and in a plant employing many Negroes, made it clear that he could no longer do an effective job as a leadman, which requires guidance and instruction of others.²⁰

²⁰ In re North American Aviation, Inc. and United Automobile Workers, Local 927 (CIO), 20 LA 789, (date not listed).

CHAPTER V

SUMMARY AND CONCLUSIONS

SUMMARY

Discipline, according to the arbitrators, should not be regarded as a weapon by employers but as a means of correcting employees' weaknesses and of preventing future offenses. If a penalty cannot be avoided, then the employer should gauge its reasonableness by the past record of the employee and the seriousness of the offense.

PURPOSE OF DISCIPLINE

Proper behavior and work performance are essential to insure efficient production and a well regulated plant operation. In order to operate such an organization management requires the authority to impose discipline for a breach of good behavior or work performance. The discipline function is but a phase of maintaining an efficient work force.

Management, of course, should not indiscriminately hand out discharges and disciplinary layoffs. But frequently these cannot be avoided if the interests of the employees, as a group, and

of the company, as a whole, are to be protected. Experience has shown that a policy of firm and equitable discipline creates respect rather than resentment and actually reduces the disciplinary problem. To a certain degree discipline is also self-imposed and self-administered in shop operations, because a vast majority of the unions and their members regard it as part of their responsibility, too.

CONSIDERATIONS IN FIXING PENALTIES

The arbitrator's fairness is primarily tested in fixing penalties. Presumably, the employer's action created a dispute which could not be resolved through the grievance procedure and so had to be submitted to the arbitrator. From the evidence presented, the arbitrator develops the principles and rules upon which he based his findings.

PAST GOOD RECORD OF THE EMPLOYEE

Probably the most frequent consideration in fixing the degree of penalty is the length of previous satisfactory service, although it is not always directly expressed in the arbitrator's decision, or no contractual basis for this principle is cited. However, there is generally a provision for a trial period in most collective bargaining agreements. It is during this period, at the commencement of employment, that discharge may be effected without reference to the previous record being applied.

After long satisfactory service an employee accrues rights and interest vested in his seniority. The arbitrator's guiding

principle is that such an employee loses much more upon dismissal than does a new employee.

SERIOUSNESS OF THE IMPROPER ACT

The act must be serious to warrant immediate discharge. This is one of the factors involved in fixing the degree of penalty. Gross negligence, falsifying records relating to the job, fighting and intoxication on the job were considered serious offenses and discharge deemed justifiable. Inadequate job performance of a more serious nature usually carried a penalty of demotion. The penalty for most of the other offenses was suspension.

REASONABLENESS OF THE PENALTY

It was generally accepted that the punishment must fit the crime. In other words, the penalty should not be in excess of the misconduct. If a company has exercised due care in establishing reasonable plant rules, then logically the criteria of reasonableness, neither excessive or unfair, should also regulate penalties for violations of those rules. After a precedent has been established, similar violations may be punished on the basis of past practice.

PRIOR NOTICE

In discharge for cause, notifying the union of the action constitutes relevant evidence. Prior complaints to the union concerning the misbehavior or poor performance of an employee has been highly important in determining whether or not good

cause existed for discharge. In some cases, the failure of an employer to inform the union of an unsatisfactory employee has been inferred to signify lack of good cause for discharge or that the discharge has been hasty. Notice to the union is specifically required in some contracts before a discharge can be effected.

Similar to prior notice to the union, if not of equal significance, is the factor of prior warnings to the employee involved. The arbitrators usually consider written warnings more significant than verbal warnings. It is management's function to maintain reasonable standards of work, and it is the corresponding function of the worker, on the other hand, to conform to those standards. If an employee has a good record, it is generally reasoned that he is entitled to a warning, at least, before he is dismissed. The exception, of course, is a specific cause so serious as to warrant an immediate discharge. It is reasonably assumed too, that an employee with a good record will attempt to correct his past mistakes if properly warned or reprimanded. Therefore, the employer would act in good faith if he would establish and apply the theory of corrective discipline. Corrective discipline may be achieved by training of supervisors to discipline rather than discharge an erring employee.

CONCLUSION

In the final analysis, we see that the arbitrators cannot rely upon any widely accepted principles or conclusive standards. Precedents, as such, have not been established and questions may

arise as to the validity of the decision of any case. 'However, the principles or standards of previous decisions are regarded as guides not only by the arbitrators but by management as well. For it is the employer who orders, rightly or wrongly, an employee's discharge, the most serious of the disciplinary actions. By such an act, a person may be denied the right of making a living because of factors beyond his control. The worker requires a sense of job security, of job satisfaction, and of self respect as an individual to be an efficient and productive employee. Perhaps, it is these underlying factors which weighed heaviest upon the decision of the arbitrator in cases in which the employer's actions were not upheld. Conversely, the arbitrator had no alternative but to sustain the employer's action of discharge or other disciplinary measures when there was a gross violation of rules and principles by an employee.

Aside from the factors mentioned in previous chapters, and this one, consideration should be extended to the human relations factor which is always or practically always inferred in the decisions. For whatever the decision may be, the union and the employer must still continue the relationship established by the collective bargaining agreement, and all the animosities and the bitterness which may have developed may make it difficult to continue the spirit of acceptance and cooperation. In this field of human relations in industry, the factor of plant morale is important, and it may be affected by the reaction of the

supervisors and other workers to the decision.

Should there be an adverse reaction, there may be need for additional analysis of the reasons given for the discipline. The motives of management may have been prejudicial or merely based upon an inclination to support the action by the supervisor who imposed the discipline. The union, because it is a political institution as well as the bargaining agent for its members, may strive for action before an arbitration board even though the disciplinary measure imposed may be proper and just. The union may simply designate in this way that they stand ready at all times to defend their members. The motives of the employees in committing violations, if analyzed and studied, might prove of immense value in solving labor-management problems.

However, it is the arbitrator's reasoning with which we are more immediately concerned. His prime considerations in rendering his decision are the immediate and apparent facts of the case. In addition to the surface facts and issues, as some of the cases cited indicate, he may consider other relevant facts not immediately apparent. In the final and complete analysis, human motives and patterns of employer-employee relations may not be ignored by the arbitrator of a discipline or discharge case.

In all, 243 arbitration cases were read in order to discover the reasons for the disciplinary action and the decisions reached. The list of factors is not all inclusive, and the extent to which each factor is considered by the arbitrator varied

from case to case. The arbitrators, however, fully understanding the problems confronting the contending parties, duly regarded every facet when giving their decisions.

It must be emphasized here that this is a presentation of only the awards released for publication. Whether or not the many unpublished awards would present a different picture cannot be answered.

To conclude, it might be worthwhile to mention that a fuller utilization of the grievance machinery would, in all probability reduce the number of arbitration cases. A common law of arbitration should not now be rejected. Study should be continued for establishing a common law of arbitration.

A heavy reliance upon precedents (decisions of arbitrators in similar cases) would probably create more problems than it would solve. It may, moreover, weaken the relationship between management and labor. Instead, it is felt that a study of all the relevant facts of the particular case, as a composite whole, will continue to result in fair and just awards in arbitration. From the human relations aspect of labor relations, the employer and the union should establish good and workable grievance machinery if they wish to avoid arbitration. Thus, the two parties could settle their disputes or differences in an orderly, democratic manner and would probably observe an improvement in morale, a rise in productivity, a reduction of waste and costs, and a vast gain in union and employee cooperation.

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APPENDIX

LIST OF CASES STUDIED

The following list of arbitration cases constitutes those cases reported in the Labor Arbitration Reports, (LA), and the American Labor Arbitration Awards, (ALAA), from September 1, 1945, through August 31, 1954. These cases formed the basis for the survey reported in Chapter III and Chapter IV.

The cases are listed alphabetically. The bulk of the cases are found in the Bureau of National Affairs Labor Arbitration Reports, and in instances not reported in the Reports they will be from the Prentice Hall series. The citation will contain the complete title of the case, the date decided, the name of the impartial arbitrator only, and the citation.

A

In re The Afro-American Co. of Baltimore (Baltimore, Md.) and United Paperworkers of America, United Newspaper Workers Union, Local 111 (CIO), March 7, 1950, (Samuel K. Dennis), 14 LA 372.

In re Allegheny Ludlum Steel Corp. (Watervliet, N. Y.) and United Steelworkers of America, Local 2478 (CIO), February 11, 1954, (Mitchell M. Shipman), 22 LA 255.

In re Aluminum Cooking Utensil Co. (New Kensington, Pa.) and United Steelworkers of America, Local 302 (CIO), October 14, 1946, (Robert J. Wagner), 5 LA 85.

- In re American Brass Co. (Torrington, Conn.) and International Union of Mine, Mill and Smelter Workers, Torrington Brass Workers Union, Local 423 (Ind.), April 9, 1953, (Connecticut State Board), 20 LA 266.
- In re American Cyanamid Co. (Wallingford, Conn.) and United Mine Workers of America, District 50, Local 12762 (Ind.), November 20, 1950, (Connecticut State Board), 15 LA 563.
- In re American Smelting and Refining Co., Federated Metals Div. (Pittsburgh, Pa.) and United Steelworkers of America, Local 1154 (CIO), April 22, 1947, (Robert J. Wagner), 7 LA 147.
- In re American Transformer Co. and United Electrical, Radio and Machine Workers, Local 415 (CIO), November 7, 1945, (Sol L. Flink), 1 LA 456.
- In re American Wood Products Corp. (Marion, S. C.) and International Brotherhood of Pulp, Sulphite and Paper Mill Workers (AFL), October 29, 1951, (Charles H. Livengood), 17 LA 419.
- In re American Woolen Co. and Textile Workers Union of America (CIO), September 16, 1946, (A. Howard Myers), 5 LA 371.
- In re American Zinc Co. of Illinois (Dumas, Tex.) and United Steelworkers of America, Local 4289 (CIO), May 14, 1953, (Maurice H. Merrill), 20 LA 527.
- In re Ansonia Wire and Cable Co. and International Brotherhood of Electrical Workers, Local 1660 (AFL), May 17, 1953, (Three man impartial board), 20 LA 496.
- In re The Apponaug Co. (Providence, R. I.) and Textile Workers Union of America (CIO), September 9, 1949, (Irvin D. Shapiro), 13 LA 231.
- In re Armour and Co. (Chicago, Ill.) and United Packinghouse Workers of America, Local 347 (CIO), February 18, 1948, (Harold M. Gilden), 9 LA 904.
- In re Armour and Co. (Kansas City, Mo.) and United Packinghouse Workers of America, Local 15 (CIO), September 3, 1946, (Clark Kerr), 5 LA 697.
- In re Armstrong Cork Co. (South Braintree, Mass.) and Federal Labor Union, Rubber Workers Local 22619 (AFL), April 9, 1952, (Three man impartial board), 18 LA 651.

In re Atlas Press Co. (Kalamazoo, Mich.) and United Steelworkers of America, Local 2167 (CIO), February 23, 1948, (Harry H. Platt), 9 LA 810.

In re The Atwater Mfg. Co. (Plantsville, Conn.) and United Steelworkers of America, Local 3456 (CIO), December 7, 1949, (Connecticut State Board), 13 LA 747.

B

In re Barre Wool Combing Co. (South Barre, Mass.) and Textile Workers Union of America, Central Massachusetts Joint Board (CIO), September 6, 1949, (Saul Wallen), 15 LA 257.

In re Albert J. Bartson, Inc. (Charlotte, N. C.) and Textile Workers Union of America, Local 515 (CIO), September 30, 1946, (William M. Hepburn), 5 LA 222.

In re Bay City Shovels, Inc. (Bay City, Mich.) and United Steelworkers of America, Local 1876 (CIO), April 21, 1953, (M. S. Ryder), 20 LA 342.

In re Bell Aircraft Corp. (Wheatfield, N. Y.) and United Automobile, Aircraft and Agricultural Implement Workers, Local 501 (CIO), March 2, 1951, (Three man impartial board), 16 LA 234.

In re Bell Aircraft Corp. and United Auto, Aircraft and Agricultural Implement Workers, Local 501 (CIO), (Three man impartial board), 20 LA 448.

In re Bethlehem Steel Co., Johnstown Plant and United Steelworkers of America (CIO), August 18, 1951, (Mitchell M. Shipman), 17 LA 76.

In re Bethlehem Steel Co., Shipbuilding Div., 27th Street Yard (Brooklyn, N. Y.) and Industrial Union of Marine and Shipbuilding Workers of America, Local 13 (CIO), May 1, 1947, (William E. Simkin), 7 LA 482.

In re Bethlehem Steel Co. (Sparrows Point, Md.) and United Steelworkers of America (CIO), February 16, 1948, (Mitchell M. Shipman), 9 LA 954.

In re Boeing Airplane Co., Wichita Div. and International Association of Machinists, Local 70 (AFL), May 1, 1954, (Peter M. Kelliher), 6 ALAA 69612.

- In re Boller Beverages, Inc. and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 125 (AFL), August 22, 1951, (Russ O. Runnels), 17 LA 112.
- In re Borg-Warner Corp. (Chicago, Ill.) and United Farm Equipment and Metal Workers, Local 139 (U.E.-Ind.), May 17, 1954, (John Day Larkin), 22 LA 589.
- In re Borg-Warner Corp. (Chicago, Ill.) and United Farm Equipment and Metal Workers, Local 139 (U.E.-Ind.), March 12, 1949, (Peter M. Kelliher), 12 LA 207.
- In re Bower Roller Bearing Co. and United Auto, Aircraft and Agricultural Implement Workers, Local 681 (CIO), March 5, 1954, (George E. Bowles), 6 ALAA 69607.
- In re Brink's, Inc. (Pittsburgh, Pa.) and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, General Teamsters, Chauffeurs and Helpers, Local 249 (AFL), January 8, 1953, (B. Meredith Reid), 19 LA 724.
- In re Brookside Mills, Inc. (Knoxville, Tenn.) and Textile Workers Union of America (CIO), June 23, 1952, (A. R. Marshall), 18 LA 849.
- In re Brown and Sharpe Mfg. Co. (Providence, R. I.) and International Association of Machinists, February 20, 1947, (James J. Healy), 7 LA 134.
- In re Brown Shoe Co. (St. Louis, Mo.) and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehouse and Distribution Workers, Local 688 (AFL), May 7, 1951, (Three man impartial board), 16 LA 461.
- In re Burndy Engineering Co., Inc. (New York, N. Y.) and United Electrical, Radio and Machine Workers of America, Local 475 (CIO), July 11, 1949, (Sidney Cahn), 12 LA 1012.
- In re The Burt Mfg. Co. (Akron, Ohio) and United Steelworkers of America (CIO), December 5, 1953, (George K. Morrison), 21 LA 532.

C

- In re The Calorizing Co. and United Electrical, Radio and Machine Workers of America, Local 623 (Ind.), July 30, 1954, (Three man impartial board), 6 ALAA 69628.

- In re Calvin Cotton Mills, Inc. (Charlotte, N. C.) and Textile Workers Union of America, Local 677 (CIO), February 14, 1949, (Douglas B. Maggs), 12 LA 21.
- In re Campbell Soup Co. (Camden, N. J.) and United Packinghouse Workers of America, Local 80-a (CIO), November 12, 1952, (Three man impartial board), 19 LA 604.
- In re Cannon Electric Co. and United Auto, Aircraft and Agricultural Implement Workers, Local 811 (CIO), March 5, 1952, (Three man impartial board), 18 LA 363.
- In re Carnegie-Illinois Steel Corp., South Works and United Steelworkers of America, Local 65 (CIO), October 14, 1946, (Three man impartial board), 5 LA 237.
- In re Caterpillar Tractor Co. (Peoria, Ill.) and United Farm Equipment and Metal Workers of America, Local 105 (CIO), April 15, 1947, (Charles G. Hampton), 7 LA 554.
- In re Celanese Corp. of America (Hopewell, Va.) and United Mine Workers of America, District 50 (Ind.), August 20, 1951, (Samuel H. Jaffee), 17 LA 187.
- In re Celanese Corp. of America (Rome, Ga.) and Textile Workers Union of America (CIO), December 16, 1947, (Three man impartial board), 9 LA 143.
- In re Central Franklin Process Co. (Chattanooga, Tenn.) and Textile Workers Union of America, Local 577 (CIO), August 21, 1951, (Three man impartial board), 17 LA 142.
- In re Chattanooga Box and Lumber Co. (Chattanooga, Tenn.) and United Woodworkers of America, Local 1271 (CIO), May 4, 1948, (Three man impartial board), 10 LA 260.
- In re Chrysler Corp., Airtemp Div. (Dayton, Ohio) and United Electrical, Radio and Machine Workers of America, Local 768 (CIO), June 22, 1948, (Three man impartial board), 10 LA 771.
- In re Chrysler Corp. (Chrysler Jefferson Plant) and United Auto, Aircraft and Agricultural Implement Workers, Local 7 (CIO), October 23, 1952, (David A. Wolff), 5 ALAA 69174.
- In re Chrysler Corp., Dodge Main Plant (Detroit, Mich.) and United Auto, Aircraft and Agricultural Implement Workers, Local 3 (CIO), January 9, 1952, (David A. Wolff), 17 LA 814.

- In re Chrysler Corp. (New Castle, Ind.) and United Auto, Aircraft and Agricultural Implement Workers, Local 371 (CIO), October 17, 1946, (David A. Wolff), 5 LA 420.
- In re Chrysler Corp., Plymouth Plant and United Auto, Aircraft and Agricultural Implement Workers, Local 51 (CIO), March 29, 1950, (David A. Wolff), 14 LA 381.
- In re The Cleveland Electric Illuminating Co. (Cleveland, Ohio) and Utility Workers Union of America, Local 270 (CIO), March 7, 1947, (Three man impartial Board), 7 LA 141.
- In re Coca-Cola Bottling Co. of New York, Inc. and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Soft Drink Workers Union, Local 812 (AFL), May 2, 1947 (I. Robert Feinberg), 7 LA 236.
- In re Columbian Rope Co. (Auburn, N. Y.) and United Farm Equipment and Metal Workers of America, Local 184 (CIO), June 4, 1947, (Three man impartial board), 7 LA 450.
- In re Connecticut Power Co. and International Brotherhood of Electrical Workers, Local 468 (AFL), January 10, 1952, (Connecticut State Board), 17 LA 745.
- In re Connecticut Power Co. and International Brotherhood of Electrical Workers, Local 468 (AFL), February 26, 1952, (Connecticut State Board), 18 LA 457.
- In re Consolidated Vultee Aircraft Corp. (Fort Worth, Texas) and International Association of Machinists, Aeronautical Industrial District, Lodge 776, January 26, 1948, (Byron R. Abernethy), 9 LA 510.
- In re Consolidated Vultee Aircraft Corp. (Fort Worth, Texas) and International Association of Machinists, Aeronautical Industrial District, Lodge 776, February 2, 1948, (A. Langley Coffey), 9 LA 552.
- In re Consolidated Vultee Aircraft Corp. (Fort Worth, Texas) and International Association of Machinists, Aeronautical Industrial District, Lodge 776, March 5, 1948, (Benjamin Aaron), 10 LA 844.
- In re Consolidated Western Steel Corp. (Maywood, Calif.) and United Steelworkers of America, Local 2058 (CIO), November, 1949, (Spencer Pollard), 13 LA 721.

In re Corn Products Refining Co. (Pekin, Ill.) and American Federation of Grain Millers, Local 56 (AFL), February 13, 1952, (Three man impartial board), 18 LA 311.

In re Crawford Clothes, Inc. and Upholsterers International Union of North America, Window Trimmers and Helpers Union, Local 151 (AFL), October 17, 1952, (Jay Kramer), 19 LA 475.

In re Cutter Laboratories (Berkeley, Calif.) and United Office and Professional Workers of America, Bio-Laboratory Union, Local 225 (Ind.), September 16, 1950, (Three man impartial board), 15 LA 431.

D

In re J. H. Day Co., Inc. (Cincinnati, Ohio) and United Electrical, Radio and Machine Workers of America, Amalgamated Local 766 (Ind.), June 7, 1954, (Charles P. Taft), 22 LA 751.

In re Deere and Co., John Deere Harvester Works (East Moline, Ill.) and United Auto, Aircraft and Agricultural Implement Workers, Local 865 (CIO), October 22, 1951, (Harry D. Taft), 17 LA 446.

In re John Deere Malleable Works of Deere and Co. and United Auto, Aircraft and Agricultural Implement Workers, Local 81 (CIO), May 13, 1952, (Peter M. Kelliher), 5 ALAA 69056.

In re John Deere Tractor Co. (Waterloo, Iowa) and International Union, United Auto, Aircraft and Agricultural Implement Workers, Local 838 (CIO), December 16, 1946, (Clarence M. Updegraff), 5 LA 534.

In re John Deere Tractor Co. (Waterloo, Iowa) and United Auto, Aircraft and Agricultural Implement Workers, Local 838 (CIO), May 24, 1948, (Clarence M. Updegraff), 10 LA 355.

In re Diamond Alkali Co. (Painesville, Ohio) and United Mine Workers of America, District 50 (AFL), October 22, 1946, (W. R. Kifer), 5 LA 105.

In re Douglas Aircraft Corp. (Tulsa, Okla.) and United Auto, Aircraft and Agricultural Implement Workers, Local 1093 (CIO), December 17, 1952, (Three man impartial board), 19 LA 716.

In re Dow Chemical Co. (Los Angeles, Calif.) and Oil Workers International Union, Long Beach Local 128 (CIO), May 31, 1949 (Three man impartial board), 12 LA 1070.

In re E. I. Du Pont de Nemours and Co. and Textile Workers Union of America, Local 674 (CIO), November 16, 1951, (Three man impartial board), 17 LA 580.

In re The Duraloy Co. and United Steelworkers of America, Local 2810, (CIO), November 8, 1949, (Three man impartial board), 13 LA 624.

In re Durham Hosiery Mills and American Federation of Hosiery Workers, Local 31-A, June 23, 1954, (Charles H. Livengood, Jr.), 6 ALAA 69606.

E

In re Eastern Stainless Steel Corp. and United Steelworkers of America (CIO), April 18, 1947, (B. M. Selekman), 7 LA 267.

In re Electrographic Corp., New Haven Electrottype Div. and New Haven Printing Pressmen and Assistants' Union, Local 74, August 17, 1954, (Connecticut State Board), 6 ALAA 69637.

In re The Emerson Electric Mfg. Co. (St. Louis, Mo.) and United Electrical, Radio and Machine Workers, Local 1102 (CIO), December 10, 1946, (Joseph M. Klamon), 5 LA 726.

In re Erwin Mills, Inc. (Erwin, N. C.) and Textile Workers Union of America, Local 250 (CIO), December 29, 1950, (Gerald A. Barrett), 16 LA 466.

In re Ethicon, Inc. and Textile Workers Union of America of America (CIO), May 22, 1954, (Peter M. Kelliher), 6 ALAA 69636.

F

In re Fedders-Quigan Corp. and Playthings, Jewelry and Novelty Workers International Union, Amalgamated Metal Machine and Novelty Workers Union, Local 225 (CIO), October 24, 1950, (M. O. Talbot), 15 LA 462.

In re The Federal Machine and Welder Co. (Warren, Ohio) and United Electrical, Radio and Machine Workers, Local 730 (CIO), September 3, 1946, (Dudley E. Whiting), 5 LA 60.

In re Fern Shoe Co. (Los Angeles, Calif.) and United Shoe Workers of America, Local 122 (CIO), February 14, 1950, (J. A. C. Grant), 14 LA 268.

In re Firestone Tire and Rubber Co. (Wyandotte, Mich.) and United Steelworkers of America, Local 174 (CIO), May 4, 1950, (Harry H. Platt), 14 LA 552.

In re Foote Brothers Gear and Machine Corp. (Chicago, Ill.) and United Electrical, Radio and Machine Workers, Local 1114 (CIO), September 25, 1945, (Jacob B. Courshon), 1 LA 561.

In re Foote Brothers Gear and Machine Corp. (Chicago, Ill.) and United Electrical, Radio and Machine Workers, Local 1114 (Ind.) December 13, 1949, (John Day Larkin), 13 LA 848.

In re Ford Motor Co. and Foremen's Association of America, Ford Chapter No. 1 (Ind.), February 18, 1947, (John W. Babcock), 7 LA 419.

In re Fruehauf Trailer Co. (Atlanta, Ga.), and United Auto, Aircraft and Agricultural Implement Workers, Local 472 (CIO), June 23, 1953, (Three man impartial board), 20 LA 854.

In re Fruehauf Trailer Co., Inc. (Detroit, Mich.) and United Auto, Aircraft and Agricultural Implement Workers, Local 99 (CIO), February 13, 1946, (Dudley E. Whiting), 1 LA 506.

G

In re General Controls, Co. (Glendale, Calif.) and International Association of Machinists, Precision Lodge 1600, November 11, 1946, (George Cheney), 5 LA 298.

In re Geneva Steel Co. and United Steelworkers of America, Local 2701 (CIO), March 3, 1949, (Three man impartial board), 12 LA 344.

In re Goodyear Clearwater Mills (Rockmart, Ga.) and United Textile Workers of America, Local 90 (AFL), December 19, 1946, (Whitley P. McCoy), 5 LA 619.

In re Goodyear Clearwater Mills No. 2 (Rockmart, Ga.) and United Textile Workers of America, Local 90 (AFL), October 2, 1948, (Whitley P. McCoy), 11 LA 419.

In re Goodyear Decatur Mills (Decatur, Ala.) and United Textile Workers of America, Local 86 (AFL), July 2, 1948, (Whitley P. McCoy), 10 LA 660.

In re Goodyear Tire and Rubber Co. of Alabama and United Rubber, Cork, Linoleum and Plastic Workers of America, Local 12 (CIO), October 17, 1946, (Whitley P. McCoy), 5 LA 30.

- In re Goodyear Tire and Rubber Co. of Alabama and United Rubber, Cork, Linoleum and Plastic Workers of America, Local 12 (CIO), October 11, 1945, (Whitley P. McCoy), 1 LA 121.
- In re Griggs, Cooper and Co. (St. Paul, Minn.) and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehouse Employees Union, Local 503 (AFL), August 16, 1948, (Three man impartial board), 11 LA 195.
- In re Great Falls Bleachery and Dye Works (Somersworth, N. H.) and United Textile Workers of America, Local 127 (AFL), June 6, 1949, (Saul Wallen), 15 LA 538.
- In re Grey Advertising Agency, Inc. and United Office and Professional Workers of America, Local 20 (CIO), April 16, 1947, (I. Robert Feinberg), 7 LA 107.

H

- In re Haslett Compress Co. and International Longshoremen's and Warehousemen's Union, Local 6 (CIO), May 5, 1947, (Paul L. Kleinsorge), 7 LA 762.
- In re Hatfield Wire and Cable Co., Div. of Continental Copper and Steel Industries, Inc. and United Electrical, Radio and Machine Workers of America, Local 437 (Ind.), August 6, 1952, (Monroe Berkowitz), 19 LA 399.
- In re Helipot Corp. (South Pasadena, Calif.) and International Association of Machinists, District Lodge 94, Local 767 (AFL) November 26, 1952, (Edgar L. Warren), 19 LA 615.
- In re Hoffman Beverage Co. (Newark, N. J.) and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 282 (AFL), March 31, 1952, (Hugh E. Sheridan), 18 LA 869.
- In re C. G. Hussey and Co., Div. of Copper Range Co. (Pittsburgh, Pa.) and Federal Labor Union No. 22705 (AFL), April 1, 1947, (John E. Dwyer), 7 LA 590.

I

- In re Ideal Cement Co. (Mobile, Ala.) and International Association of Machinists, District Lodge 159 (AFL), October 1, 1953, (Three man impartial board), 21 LA 314.

- In re Ideal Cement Co. (Portland, Colo.) and United Mine Workers of America, District 50, United Construction Workers, Local 421 (Ind.), January 11, 1950, (Three man impartial board), 13 LA 943.
- In re Ingersoll-Rand Co. (Painted Post, N. Y.) and United Electrical, Radio and Machine Workers of America, Local 313 (CIO) May 22, 1947, (Three man impartial board), 7 LA 564.
- In re Inland Steel Co. (East Chicago, Ind.) and United Steelworkers of America, Local 1010 (CIO), January 24, 1946, (Jacob B. Courshon), 1 LA 363.
- In re Inland Steel Co. (Indiana Harbor, Ind.) and United Steelworkers of America, Local 1010 (CIO), October 26, 1951, (Peter M. Kelliher), 17 LA 544.
- In re International Association of Machinists, Aeronautical Industrial District Lodge 727 and Office Employees International Union, Local 30 (AFL), April 22, 1947, (Three man impartial board), 7 LA 231.
- In re International Harvester Co., East Moline Works and United Farm Equipment and Metal Workers Council, Local 104 (U.E.-Ind.), September 7, 1951, (Ralph T. Seward), 17 LA 334.
- In re International Harvester Co. (Rock Island, Ill.) and United Farm Equipment and Metal Workers of America, Local 109 (CIO), December 8, 1947, (Herbert Blumer), 9 LA 592.
- In re International Harvester Co., Farmall Works and United Farm Equipment and Metal Workers of America, Local 109 (U.E.-Ind.), December 15, 1950, (Ralph T. Seward), 15 LA 893.
- In re International Harvester Co., Fort Wayne Works and United Auto, Aircraft and Agricultural Implement Workers, Local 57 (CIO), August 13, 1953, (David L. Cole), 21 LA 32.
- In re International Harvester Co., Indianapolis Works and United Auto, Aircraft and Agricultural Implement Workers, Local 98 (CIO), March 27, 1951, (Whitley P. McCoy), 16 LA 307.
- In re International Harvester Co., Louisville Works and Falls Cities Carpenters District of Louisville, Ky. (AFL), March 12, 1954, (Henry J. Tilford), 6 ALAA 69529.
- In re International Harvester Co., Louisville Works and Farm Equipment Workers, Local 236 (U.E.-Ind.), August 13, 1954, (Harry H. Platt), 6 ALAA 69671.

- In re International Harvester Co., Louisville Works and Farm Equipment Workers (U.E.-Ind.), August 13, 1954, (Harry H. Platt), 6 ALAA 69674.
- In re International Harvester Co., Springfield Works and United Auto, Aircraft and Agricultural Implement Workers (CIO), January 25, 1949, (Whitley P. McCoy), 12 LA 73.
- In re International Shoe Co. (Cape Girardeau, Mo.) and United Shoe Workers of America, Local 125-A, February 25, 1947, (Clarence M. Updegraff), 7 LA 191.
- In re International Shoe Co. (St. Louis, Mo.) and United Shoe Workers of America, Local 56-A, May 5, 1947, (Dudley E. Whiting), 7 LA 941.
- In re International Shoe Co., Seventh Street Plant (Hannibal, Mo.) and United Shoe Workers of America, Local 104-A (CIO), June 20, 1947, (Verner E. Wardlaw), 7 LA 669.
- In re Interstate Plating Co. (Newark, N. J.) and United Construction Workers, Local 200 (AFL), June 10, 1947, (Francis L. Hauser), 7 LA 583.

J

- In re Jenkins Brothers (Bridgeport, Conn.) and International Union of Mine, Mill and Smelter Workers, Local 623 (CIO), June 1, 1949, (Connecticut State Board), 12 LA 759.
- In re A. D. Juillard and Co., Inc. and Textile Workers Union of America, Locals 789 and 785 (CIO), July 12, 1951, (Maxwell Copelof), 17 LA 11.

K

- In re Keller-Dorian Corp. and International Brotherhood of Pulp, Sulphite and Paper Mill Workers, Paper Bag, Novelty, Mounting, Finishing and Display Workers, Local 107 (AFL), March 23, 1950, (Michael J. L. O'Connor), 4 ALAA 68475.
- In re Kennametal, Inc. and United Mine Workers of America, District 50, Local 13082 (Ind.), September 2, 1952, (Walter E. Landgraf), 19 LA 255.
- In re Walter Kidde and Co., Inc. (Belleville, N. J.) and United Auto, Aircraft and Agricultural Implement Workers, Local 146 (CIO), May 15, 1951, (Lewis Tyree), 16 LA 546.

In re Klausner Cooperage Co. (Cleveland, Ohio) and Coopers' International Union of North America, Local 27, (AFL), April 11, 1950, (Jacob J. Blair), 14 LA 838.

In re Kohler and Campbell, Inc. and United Furniture Workers of America, United Piano Workers, Local 102, (CIO), January 11, 1952, (Joseph Rosenfarb), 18 LA 184.

In re Kraft Foods Co. (Chicago, Ill.) and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, (Clarence M. Updegraff), 9 LA 397.

In re Kraft Foods Co. of Wisconsin (Wausau, Wis.) and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 446 (AFL), July 27, 1950, (Three man impartial board), 15 LA 38.

L

In re Linear, Inc. (Philadelphia, Pa.) and United Rubber, Cork, Linoleum and Plastic Workers of America, Local 273 (CIO), June 14, 1950, (Walter M. Appleby), 14 LA 855.

In re Link Belt Co., Pershing Road Plant (Chicago, Ill.) and United Auto, Aircraft and Agricultural Implement Workers, Local 281 (CIO), August 29, 1951, (Clarence M. Updegraff), 17 LA 224.

In re Lockheed Aircraft Corp. (Burbank, Calif.) and International Association of Machinists, Aeronautical Industrial Lodge 727, Lodge 1638 (Ind.), June 1, 1948, (Benjamin Aaron), 10 LA 671.

In re Los Angeles Daily News and American Newspaper Guild, Los Angeles Newspaper Guild (CIO), August 12, 1952, (Five man impartial board), 19 LA 39.

M

In re J. Marcus and Co., Inc. and Textile Workers Union of America (CIO), June 1, 1948, (Sidney L. Cahn), 10 LA 385.

In re Marion Mfg. Corp. (Marion, Va.) and International Ladies Garment Workers' Union, Maryland, Virginia District (AFL), November 7, 1949, (Earle K. Shawe), 13 LA 616.

In re The Master Electric Co. (Dayton, Ohio) and United Electrical, Radio and Machine Workers, Local 754 (CIO), October 16, 1946, (Three man impartial board), 5 LA 339.

- In re Minneapolis and Suburban Bus Co. (Minneapolis, Minn.) and Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, Division 1150 (AFL), March 7, 1952, (Three man impartial board), 18 LA 198.
- In re Mobile City Lines, Inc. and Amalgamated Association of Street Electric Railway and Motor Coach Employees of America, Local 770 (AFL), March 31, 1952, (Three man impartial board, 5 ALAAA 69010.
- In re John Morrell and Co. (Ottumwa, Iowa) and United Packinghouse Workers of America, Local 1 (CIO), June 6, 1951, (Harold M. Gilden), 17 LA 280.
- In re Morris Paper Mills (Morris, Ill.) and International Brotherhood of Pulp, Sulphite and Paper Mill Workers, Local 292 (AFL), May 14, 1953, (Three man impartial board), 20 LA 653.
- In re Monsanto Chemical Co. (Nitro, W. Va.) and United Mine Workers of America, District 50 (Ind.), July 23, 1948, (Samuel H. Jaffee), 12 LA 266.
- In re The Mosaic Tile Co. (Zanesville, Ohio) and The Federation of Glass, Ceramic and Silica Sand Workers, Local 79, February 12, 1948, (Albert I. Cornsweet), 2 ALAA 67942.
- In re Ralph E. Myers Co. (Salinas and El Centro, Calif.) and Food, Tobacco, Agricultural and Allied Workers Union of America, Fresh Fruit and Vegetable Workers Union, Local 78 (Ind.), March 31, 1950, (Irving Bernstein), 14 LA 437.

N

- In re A. I. Namms and Son and Retail, Wholesale and Department Store Employees, Department Store Employees Union, Local 1250 (CIO), June 27, 1947, (Israel Ben Scheiber), 7 LA 704.
- In re Nathan Mfg. Co. and International Association of Machinists, Local Lodge No. 402, March 29, 1947, (Israel Ben Scheiber), 7 LA 3.
- In re National Biscuit Co. and Office Employees International Union, Local 153 (AFL), November 24, 1953, (Thomas A. Knowlton), 21 LA 556.
- In re National Folding Box Co. and United Paperworkers of America, Local 463 (CIO), July 19, 1949, (Maxwell Copelof), 13 LA 269.

- In re National Lead Co., Magnus Metals Division (Los Angeles, Calif.) and International Union of Mine, Mill and Smelter Workers, Western Mechanics Local 700 (CIO), April 1, 1949, Paul Prasow), 13 LA 28.
- In re National Lock Co. (Rockford, Ill.) and United Auto, Aircraft and Agricultural Implement Workers, Local 449 (CIO), March 27, 1952, (Bert L. Luskin), 18 LA 449.
- In re National Machine Co. (St. Louis, Mo.) and Upholsterers' International Union, Local 25 (AFL), October 21, 1946, (Joseph M. Klamon), 5 LA 97.
- In re Neches Butane Products Co. (Port Neches, Texas) and Oil Workers International Union, Local 22 S (CIO), September 25, 1946, (Peter A. Carmichael), 5 LA 307.
- In re Neon Products, Inc. (Lima, Ohio) and United Electrical, Radio and Machine Workers of America, Local 763 (CIO), August 5, 1949, (Paul N. Lehoczeky), 13 LA 204.
- In re New Haven Clock and Watch Co. (New Haven, Conn.) and Playthings, Jewelry and Novelty International Union, United Clock Workers Union, Local 459 (CIO), January 3, 1952, (Connecticut State Board), 17 LA 701.
- In re North American Aviation, Inc. (Columbus, Ohio) and United Auto, Aircraft and Agricultural Implement Workers, Local 927 (CIO), (no date listed), (Michael I. Komaroff), 20 LA 789.
- In re North American Aviation, Inc. (Inglewood, Calif.) and United Auto, Aircraft and Agricultural Implement Workers, Local 887 (CIO), January 18, 1949, (Edgar L. Warren), 12 LA 225.
- In re North American Aviation, Inc. (Los Angeles, Calif.) and United Auto, Aircraft and Agricultural Implement Workers, Local 887 (CIO), July 15, 1954, (Michael I. Komaroff), 6 ALAA 69667.

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- In re Ohio Steel Foundry Co. (Lima, Ohio) and International Union, United Auto, Aircraft and Agricultural Implement Workers, Local 975 (CIO), March 18, 1947, (A. C. Lappin), 7 LA 336.

In re Oil Center Tool Co. (Houston, Texas) and International Association of Machinists, District 37 Lodge 12 (AFL), April 16, 1953, (Clyde Emery), 20 LA 622.

In re Okenite Co., Hazard Insulated Wire Works Division (Wilkes Barre, Pa.) and International Brotherhood of Electrical Workers, Local B-1001 (AFL), May 3, 1954, (Three man impartial board), 22 LA 756.

In re Onsrud Machine Works, Inc. and United Electrical, Radio and Machine Workers of America, Local 1114 (CIO), January 13, 1948, (Peter M. Kelliher), 9 LA 375.

In re Owens-Corning Fibreglass Corp. (Huntington, Pa.) and Textile Workers Union of America (CIO), June 24, 1952, (Jules J. Justin), 5 ALAA 69095.

In re Owl Drug Co. (Los Angeles, Calif.) and International Longshoremen's and Warehousemen's Union, Warehouse Processing and Distribution Workers Union, Local 26 (CIO), April 17, 1948, (Spencer Pollard), 10 LA 498.

P

In re P M Industries, Inc. and United Gas, Coke and Chemical Workers of America, Local 226 (CIO), November 24, 1952, (Three man impartial board), 19 LA 506.

In re Pacific Airmotive Corp. and International Association of Machinists, Lodge 727 (AFL), July 17, 1953, (John R. Van de Water), 5 ALAA 69343.

In re Pacific Hard Rubber Co. (Los Angeles, Calif.) and United Rubber, Cork, Linoleum and Plastic Workers of America, Local 141 (CIO), August 11, 1952, (Charles B. Spaulding), 5 ALAA 69099.

In re Pacific Mills (Columbus, S. C.) and Textile Workers Union of America, Local 254, November 16, 1945, (R. N. Latture), 1 LA 111.

In re Palmer Bee Co. (Detroit, Mich.) and United Steelworkers of America, Local 1297 (CIO), January 7, 1953, (George E. Bowles), 19 LA 910.

In re Pan American Airways, Inc. and International Air Line Pilots Association (AFL), May 24, 1948, (I. L. Broadwin), 11 LA 62.

- In re Panhandle Eastern Pipe Line Co. (Kansas City, Mo.) and Oil Workers International Union, Local 348 (CIO), October 15, 1952, (Three man impartial board), 5 ALAA 69149.
- In re Paramount Printing and Finishing Co. (Pawtucket, R. I.) and Textile Workers Union of America, Local 428 (CIO), August 23, 1949, (Maxwell Copelof), 13 IA 143.
- In re Parsons Casket Hardware Co. (Belvidere, Ill.) and International Association of Machinists, District Lodge 101 (Ind.) January 13, 1950, (Three man impartial board), 14 IA 247.
- In re Pennsylvania Greyhound Bus Co. and Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, Division 1210 (AFL), February 20, 1952, (Three man impartial board), 18 IA 400.
- In re Pennsylvania Greyhound Lines, Inc. and Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, Division 1098 (AFL), April 17, 1952, (Three man impartial board), 18 IA 671.
- In re Pet Milk Co. (Mayfield, Ky.) and United Packinghouse Workers of America, Local 193 (CIO), October 28, 1949, (Charles G. Hampton), 13 IA 551.
- In re Phelps-Dodge Copper Products Corp. and United Electrical, Radio and Machine Workers of America, Local 441 (CIO), October 30, 1948, (Carl H. Fulder), 3 ALAA 68148.
- In re Phillips Chemical Co. (Bonger, Texas) and International Union of Operating Engineers, Local 351 (AFL), May 17, 1954, (Al T. Singletary), 22 IA 498.
- In re Pittsburgh Tube Co. (Monaca, Pa.) and United Steelworkers of America, Local Union 1002 (CIO), January 11, 1946, (Robert J. Wagner), 1 IA 285.
- In re Portsmouth Clay Products Co., Inc. (South Webster, Ohio) and United Brick and Clay Workers of America, Local 877 (AFL), February 4, 1946, (Verner E. Wardlaw), 1 IA 455.
- In re Publishers' Association of New York City, acting for Long Island Star-Journal and International Typographical Union, New York Typographical Union No. 6 (AFL), August 13, 1952, (Five man impartial board), 19 IA 40.

In re Pure Oil Co., Smith's Bluff Refinery (Nederland, Texas) and Oil Workers International Union, Local 228 (CIO), July 20, 1948, (Three man impartial board), 11 LA 333.

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In re R P M Mfg. Co. (Lamar, Mo.) and United Auto, Aircraft and Agricultural Implement Workers, Local 710 (CIO), September 2, 1952, (Joseph M. Klamon), 19 LA 151.

In re Ranney Refrigerator Co. (Greenville, Mich.) and United Auto, Aircraft and Agricultural Implement Workers, Local 308 (CIO), November 16, 1946, (A. C. Lappin), 5 LA 621.

In re Raybestos-Manhattan, Inc., Manhattan Rubber Division (Passaic, N. J.) and Manhattan Rubber Workers Independent Union, January 11, 1954, (Maxwell Copelof), 21 LA 788.

In re Republic Oil Co. (Texas City, Texas) and Oil Workers International Union, Local 449 (CIO), January 29, 1951, (Three man impartial board), 15 LA 895.

In re Republic Steel Corp. (Gadsden, Ala.) and United Steelworkers of America, (CIO), November 24, 1948, (Whitley P. McCoy), 11 LA 691.

In re Revlon Products Co. and Distributive, Processing and Office Workers of America, District 65 (CIO), July 3, 1953, (Harry H. Rains), 5 ALAA 69334.

In re Reynolds Metals Co., Hurricane Creek Plant (Bauxite, Ark.) and United Steelworkers of America, Local 333 (CIO), December 18, 1951, (A. J. Granoff), 17 LA 710.

In re Reynolds Metals Co. (Jones Mills, Ark.) and United Steelworkers of America, Local 333 (CIO), April 22, 1947, (Peter A. Carmichael), 7 LA 752.

In re Reynolds Metals Co., McCook Sheet Mill and United Steelworkers of America, Local 3911, February 9, 1948, (Charles O. Gregory), 9 LA 585.

In re Reynolds Mining Corp. (Bauxite, Ark.) and United Steelworkers of America (CIO), October 19, 1950, (Joseph M. Klamon), 15 LA 376.

In re Rock Hill Printing and Finishing Co. (Rock Hill, S. C.) and Textile Workers Union of America, Local 710 (CIO), December 15, 1949, (William C. Soule), 14 LA 153.

In re Rock Hill Printing and Finishing Co. (Rock Hill, S. C.) and Textile Workers Union of America, Local 710 (CIO), September 4, 1952, (Samuel H. Jaffee), 19 LA 189.

S

In re St. Louis Car Co. (St. Louis, Mo.) and United Steelworkers of America, Local 1055 (CIO), October 30, 1946, (Verner E. Wardlaw), 5 LA 572.

In re Sampsel Time Control, Inc. (Spring Valley, Ill.) and International Association of Machinists, Lodge 1190 (AFL), December 10, 1951, (Three man impartial board), 18 LA 453.

In re Schreiber Trucking Co. (Rochester, N. Y.) and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 118 (AFL), November 12, 1946, (Jacob J. Blair), 5 LA 430.

In re Shwayder Brothers, Inc. (Ecorse, Mich.) and International Fur and Leather Workers Union, Local 96, (CIO), April 14, 1947, (Dudley E. Whiting), 7 LA 552.

In re Sivyer Steel Castings Co. and United Auto, Aircraft and Agricultural Implement Workers, Local 575 (CIO), August 15, 1952, (Edwin E. Witte), 5 ALAA 69118.

In re Skenandoa Rayon Corp. of Utica, N. Y. and Textile Workers Union of America, Utica Joint Board and Local 20 (CIO), January 22, 1952, (Jules J. Justin), 18 LA 239.

In re Skenandoa Rayon Corp. and Textile Workers Union of America, Local 20 and Utica Joint Board (CIO), October 9, 1953, (I. Robert Feinberg), 21 LA 421.

In re Spaulding Fibre Co., Inc. (Tonawanda, N. Y.) and United Electrical, Radio and Machine Workers of America, Local 306 (Ind.), April 23, 1953, (Robert S. Thompson), 21 LA 58.

In re Sperry Gyroscope Co., Inc. (New York, N. Y.) and United Electrical, Radio and Machine Workers of America, Local 450 (CIO), April 22, 1947, (Morris J. Kaplan), 7 LA 621.

In re Sperry Gyroscope Co., Inc. and United Electrical, Radio and Machine Workers of America, Local 450 (CIO), October 26, 1948, (Morris J. Kaplan), 11 LA 552.

- In re Standard Oil Co. of California (San Francisco, Calif.) and Independent Union of Petroleum Workers, November 9, 1951, (Three man impartial board), 17 LA 589.
- In re Standard Oil Co. of Indiana (Kalamazoo, Mich.) and Central States Petroleum Union, Western Michigan Petroleum Association, Local 103 (Ind.), April 12, 1950, (Three man impartial board), 14 LA 516.
- In re Stewart Warner Corp., Stewart Die Casting Division and International Union of Mine, Mill and Smelter Workers, Local 758 (Ind.), July 21, 1953, (Harold C. Havighurst), 21 LA 186.
- In re Sunrise Dairy and Milkdrivers and Dairy Employees Union, Local 680 (AFL), September 18, 1951, (George S. Pfaus), 4 ALAA 68861.
- In re Swift and Co. (Chicago, Ill.) and United Packinghouse Workers of America, Local 28 (CIO), May 21, 1948, (James J. Healy), 11 LA 57.
- In re Swift and Co. (Omaha, Nebr.) and United Packinghouse Workers of America, Local 47 (CIO), July 13, 1946, (Charles O. Gregory), 5 LA 702.
- In re Swift and Co., St. Paul and Winona Plants (Chicago, Ill.) and United Packinghouse Workers of America (CIO), December 6, 1948, (James J. Healy), 12 LA 108.
- In re Sylvania Electric Products Co. (Huntington, W. Va.) and United Electrical, Radio and Machine Workers of America, Local 608 (Ind.), January 12, 1950, (Three man impartial board), 14 LA 16.
- T
- In re Tennessee Coal, Iron and Railroad Co. (Birmingham, Ala.) and United Mine Workers of America, District 20 (Ind.), November 29, 1949, (Whitley P. McCoy), 3 ALAA 68394.
- In re Texas Co. (Lockport, Ill.) and Oil Workers International Union, Local 222 (CIO), December 23, 1949, (Three man impartial board), 14 LA 146.
- In re The Texas Co. (Port Arthur, Texas) and Oil Workers International Union, Local 23 (CIO), May 5, 1947, (Three man impartial board), 7 LA 735.

In re The Timken Roller Bearing Co. (Canton, Ohio) and United Steelworkers of America, Golden Lodge No. 1123 (CIO), April 8, 1950, (J. Leland Kerstetter), 14 LA 475.

In re The Timken Roller Bearing Co., Canton Plant and United Steelworkers of America (CIO), May 8, 1947, (Henry W. Harter), 7 LA 239.

In re Title Guarantee and Trust Co. of New York and United Office and Professional Workers of America, Financial Employees Guild, Local 96 (CIO), November 12, 1946, (Sidney L. Cahn), 5 LA 240.

In re Torrington Coal and Iron Co. (Torrington, Conn.) and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 677 (AFL), March 26, 1951, (Connecticut State Board), 16 LA 290.

In re Trane Co. (La Crosse, Wis.) and Federal Labor Union No. 18558 (AFL), June 27, 1950, (R. W. Fleming), 14 LA 1039.

In re Tungsten Mining Corp. (Tungsten, N. C.) and United Stone and Allied Products Workers of America, Local 98 (CIO), March 30, 1954, (Douglas B. Maggs), 22 LA 570.

U

In re United Engineering and Foundry Co. and United Mine Workers of America, District 50, Local 12963 (Ind.), January 23, 1954, (Herman L. Barnes), 6 ALAA 69526.

In re United Parcel Service, Inc. (New York, N. Y.) and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 177 (AFL), May 16, 1947, (I. Robert Feinberg), 7 LA 292.

In re United Press Association and American Newspaper Guild (CIO), July 1, 1954, (George A. Spiegelberg), 22 LA 679.

In re U. S. Potash Co., Inc. (Carlsbad, N. Mex.) and International Union of Mine, Mill and Smelter Workers, Carlsbad Potash Workers, Local 415 (Ind.), August 11, 1951, (A. J. Granoff), 17 LA 258.

In re U. S. Rubber Co., Shoe Hardware Division (Waterbury, Conn.) and Industrial Union of Marine and Shipbuilding Workers of America, Waterbury Brass Workers Union, Local 251 (CIO), August 2, 1948, (Aaron Horvitz), 11 LA 305.

In re U. S. Rubber Co., Winnsboro Mills and United Textile Workers of America, Local 1800 (CIO), March 30, 1948, (Three man impartial board), 10 LA 50.

In re U. S. Rubber Co., Winnsboro Mills and Textile Workers Union of America, Local 1800 (AFL), March 17, 1954, (Three man impartial board), 6 ALAA 69539.

In re U. S. Steel Co., Tennessee Coal and Iron Division (Fairfield Steel Works) and United Steelworkers of America, Local 1013 (CIO), September 29, 1952, (Sylvester Garrett), 5 ALAA 69171.

V

In re Vickers, Inc. (Tulsa Winch Division) and International Association of Machinists, Local 790 (AFL), August 17, 1954, (A. T. Singletary), 6 ALAA 69686.

W

In re WLEU Broadcasting Corp. (Erie, Pa.) and American Communications Association (CIO), March 16, 1947, (Dudley E. Whiting), 7 LA 150.

In re Hiram Walker and Sons, Inc. (Peoria, Ill.) and Distillery Workers, Local 55, June 4, 1948, (Three man impartial board), 2 ALAA 67999.

In re Weber Aircraft Corp. (Burbank, Calif.) and International Association of Machinists, Local 727 (AFL), April 17, 1952, (Charles B. Spaulding), 5 ALAA 69114.

In re Western Insulated Wire Co. (Los Angeles, Calif.) and United Electrical, Radio and Machine Workers of America, Local 1421, December 30, 1952, (J. A. C. Grant), 5 ALAA 69193.

In re Woodward Iron Co. (Birmingham, Ala.) and United Mine Workers of America, District 20 (AFL), October 23, 1946, (Whitley P. McCoy), 5 LA 111.